



# **BIDDING DOCUMENT**

**for**

**Construction of Infra-structure (Building  
including Approach Road) at Upper Air Radio  
Sonde Premises in TU, Kirtipur**

**National Competitive Bidding (NCB)  
IFB No.**

**Employer**

Government of Nepal  
Ministry of Population & Environment  
**Department of Hydrology and Meteorology,  
Naxal, Kathmandu**

**Issued on: 15/11/2017**

**Issued to:**

**Invitation for Bids No.:**

**NCB No.:PPCR/DHM/W/NCB-12**

## Abbreviations

BD .....	Bidding Document
BDF .....	Bidding Forms
BDS .....	Bid Data Sheet
BOQ .....	Bill of Quantities
COF .....	Contract Forms
DP .....	Development Partners
DoLIDAR .....	Department of Local Infrastructure Development and Agricultural Roads
ELI .....	Eligibility
EQC .....	Evaluation and Qualification Criteria
EXP .....	Experience
FIN .....	Financial
GCC .....	General Conditions of Contract
GoN .....	Government of Nepal
ICC .....	International Chamber of Commerce
IFB .....	Invitation for Bids
ITB .....	Instructions to Bidders
JV .....	Joint Venture
LIT .....	Litigation
NCB .....	National Competitive Bidding
PAN .....	Permanent Account Number
PPA .....	Public Procurement Act
PPMO .....	Public Procurement Monitoring Office
PPR .....	Public Procurement Regulations
PL .....	Profit & Loss
SBD .....	Standard Bidding Document
SCC .....	Special Conditions of Contract
TS .....	Technical Specifications
VAT .....	Value Added Tax
WRQ .....	Works Requirements

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**Government of Nepal (GoN)**  
Ministry of Population & Environment (MoPE)  
**Department of Hydrology and Meteorology (DHM)**

**Invitation for Bids**

***Construction of Infra-structure for installation of upper air radio sonde at kirtipur***

Contract Identification No: PPCR/DHM/W/NCB-12

**Date of publication: 15/11/2017**

Name of the Development Partner: The World Bank

Loan/Grant No: TF 013557/TF 013665

1. The Government of Nepal (GoN) has received a loan/grant from World Bank towards the cost of Building Resilience to Climate -Related Hazards Project (BRCH Project) and intends to apply part of the funds to cover eligible payments under the Contract for ***“Construction of Infra-structure (Store, Water Tank, Approach road etc) for installation of Upper Air Radio Sonde at Kirtipur”***. Bidding is open to all eligible Nepalese and Foreign Bidders.
2. Department of Hydrology and Meteorology, BRCH Project invites sealed bids or electronic bids from eligible bidders for the Construction of Infra-structure (Store, Water Tank, Approach road etc) for installation of Upper Air Radio Sonde under National Competitive Bidding procedures.  
Only eligible bidders with the following key qualifications should participate in this bidding:  
Minimum Average Annual Construction Turnover of the best 3 years within the last 10 years: **NPR. 10,000,000 (Ten Million)**. Minimum Work experience of similar size and nature: **3 (three) projects with a minimum value of NPR 5.0 Million**.
3. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of DHM, Nagpokhari, Naxal, P.O. Box: 406, Kathmandu, Nepal, Email: [ppcr.brch@dhm.gov.np](mailto:ppcr.brch@dhm.gov.np), [dhmprocurement@gmail.com](mailto:dhmprocurement@gmail.com) -Tel :977 1 4433563, Fax: 977 1 4429919 or may visit PPMO website [www.bolpatra.gov.np](http://www.bolpatra.gov.np), dhm.gov.np
4. A complete set of Bidding Documents may be purchased from the office of DHM, Nagpokhari, Naxal, Kathmandu, Nepal, and the office of Ministry of Population and Environment, Singhdurbar, Kathmandu (MoPE) by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NPR 3,000/- (In Words: Three Thousand Rupees Only) till **14-12-2017**. If so requested, the Bidding Documents can also be sent by post/courier services upon payment of additional cost of NRs. of **NRs.10,000** (Ten Thousand Rupees Only). However, the DHM will not be responsible for delay or non-delivery of the documents so sent. **or**  
Bidder who chooses to submit their bid electronically may purchase the hard copy of the bidding documents as mentioned above or may download the bidding documents for e-submission from PPMO's Web Site [www.bolpatra.gov.np](http://www.bolpatra.gov.np). Bidders, submitting their bid electronically, should deposit the cost (as specified above) of bidding document in the Project's Rajaswa (revenue) account as specified below and the scanned copy (pdf format) of the Bank deposit voucher shall be uploaded by the bidder at the time of electronic submission of the bids. Information to deposit the cost of bidding document in Bank:  
**Name of the Bank: Rastriya Banijya Bank, Thamel**      **Office Account no.: ka-1-1-001, Office Code no.: 27-331-04**  
**Name of Office: Department of Hydrology and Meteorology**      **Rajaswa (revenue) Shirshak no. : 14227**
5. Pre-bid meeting shall be held at *Department of Hydrology and Meteorology, Nagpokhari, Naxal* ,at **14:00 Hours on 29/11/2017**.
6. Sealed or electronic bids must be submitted to the office of DHM, Nagpokhari, Naxal, Kathmandu by hand/courier or through PPMO website [www.bolpatra.gov.np](http://www.bolpatra.gov.np) on or before **12:00 Hours NST on 17/12/2017**. **Bids received after this deadline will be rejected**.
7. **Opening date and time of Bid:- 17/12/2017 and 01:00 pm (NST), Place:- Meeting hall, DHM, Naxal, Kathmandu**
8. Bids must be valid for a period of **90 days** after bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of **NPR 185,000/- (One Hundred Eighty Five Thousand Only)**, which shall be valid for 30 days beyond the validity period of the bid (Date: **15-04-2018**).
9. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
10. The Employer reserves the right to accept or reject any or all bids without assigning any reason whatsoever

**Part - I**

**BIDDING PROCEDURES**

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## SECTION - I

**Instructions to Bidders**

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form and delivered against receipt;</li> <li>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>Or</p> <p>Public Entities' own Resource Funded: In accordance with its annual program and budget, approved by the public entity, the implementing agency indicated in the BDS plans to apply a portion of the allocated budget to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>Or</p> <p>DP Funded: The GoN has applied for or received financing(hereinafter called “funds”) from the Development Partner(hereinafter called “the DP”) indicated in the BDS toward the cost of the project named in the BDS. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan/Grant Agreement”), and will be subject in all respects to the terms and conditions of that Loan/Grant Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p>

### 3. Fraud and Corruption

3.1 The Government of Nepal (GoN) requires that the Procuring Entities as well as bidders, suppliers and contractors and their sub-contractors under GoN/DP-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (iv) “obstructive practice” means:
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.

(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- (a) give or propose improper inducement directly or indirectly,
- (b) distortion or misrepresentation of facts,
- (c) engaging in corrupt or fraudulent practice or involving in such act,
- (d) interference in participation of other competing bidders,
- (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing

artificial/uncompetitive bid price with an intention to deprive the

	<p>Employer the benefit of open competitive bid price,</p> <p>(g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.</p> <p>3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> <p>(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,</p> <p>(c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.</p> <p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p> <p>3.5 The Contractor shall permit the GoN/DP to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.</p> <p>3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.</p> <p>(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to remedy the situation.</p>
<p><b>4. Eligible Bidders</b></p>	<p>4.1 A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The qualification requirement of the parties to the JV shall be as specified in Section</p>

	<p>III Evaluation and Qualification Criteria, and</p> <p>(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.</p> <p>4.2A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub Contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:</p> <p>(a) they have controlling partners in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p>
	<p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or</p> <p>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or</p> <p>(g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.</p> <p>4.4A firm that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.</p> <p>4.6Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>

	<p>4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> <p>4.8 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> <li>(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.</li> <li>(b) DP Funded: as a matter of law or official regulation, Nepal prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;</li> </ul>
	<ul style="list-style-type: none"> <li>(c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.</li> </ul> <p>4.9 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Qualification Criteria) of bid document.</p>
<b>5. Eligible Materials, Equipment and Services</b>	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p> <p>5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
<b>B. Contents of Bidding Documents</b>	
<b>6. Sections of Bidding Document</b>	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART I Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>Section I Instructions to Bidders (ITB)</li> <li>Section II Bid Data Sheet (BDS)</li> <li>Section III Evaluation and Qualification Criteria (EQC)</li> <li>Section IV Bidding Forms (BDF)</li> </ul> <p><b>PART II Requirements</b></p> <ul style="list-style-type: none"> <li>Section V Works Requirements (WRQ)</li> <li>Section VI Bill of Quantities (BOQ)</li> </ul>

	<p><b>PART III Conditions of Contract and Contract Forms</b></p> <p>Section VII General Conditions of Contract (GCC)</p> <p>Section VIII Special Conditions of Contract (SCC)</p> <p>Section IX Contract Forms (COF)</p> <p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and <b>their</b> Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
<p><b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is received as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p>

	<p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p> <p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p> <p>7.7 Non attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
<b>8. Amendment of Bidding Document</b>	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2</p>
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<b>10. Language of Bid</b>	<p>10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid;</li> <li>(b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;</li> <li>(c) Bid Security, in accordance with ITB 19;</li> <li>(d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;</li> <li>(e) written confirmation authorizing the signatory of the Bid to commit</li> </ul>

	<p>the Bidder, in accordance with ITB 20.2;</p> <p>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract;</p> <p>(g) Technical Proposal in accordance with ITB 16;</p> <p>(h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and</p> <p>(i) Any other document required in the BDS.</p>
<b>12. Letter of Bid and Schedules</b>	<p>12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<b>13. Alternative Bids</b>	<p>13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p> <p>13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p>
<b>14. Bid Prices and Discounts</b>	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.</p>



	<p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>
<b>15. Currency of Bid and Payment</b>	15.1 The currency of the bid and payment shall be in Nepalese Rupees.
<b>16. Documents Comprising the Technical Proposal</b>	16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
<b>17. Documents Establishing the Qualifications of the Bidder</b>	17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
<b>18. Period of Validity of Bids</b>	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be</p>

	<p>made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<b>19. Bid Security</b>	<p>19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.</p>
	<p>19.2 The bid security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee from "A" class commercial bank or;</li> <li>(b) a cash deposit voucher in the Employer's Account as specified in BDS.</li> </ul> <p>In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.3 The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>19.5 The bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1 and 39.1.</p> <p>19.6 The bid security shall be forfeited if:</p> <ul style="list-style-type: none"> <li>(a) a Bidder requests for withdrawal or modification of its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2</li> <li>(b) a bidder does not accept the correction of arithmetical errors pursuant to clause 31.1 ;</li> <li>(c) a bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1;</li> <li>(d) a bidder involves in fraud and corruption pursuant to clause 3.1;</li> </ul>

	<p>(e) the successful Bidder fails to:</p> <ul style="list-style-type: none"> <li>(i) furnish a performance security in accordance with ITB 38.1; or</li> <li>(ii) sign the Contract in accordance with ITB 39.1</li> </ul> <p>19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.</p>
<p><b>20. Format and Signing of Bid</b></p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b). If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> <p>20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>

## D. Submission and Opening of Bids

### 21. Sealing and Marking of Bids

21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail, by hand or by courier
  - i. Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
  - ii. The inner and outer envelopes shall:
    - (a a ) bear the name and address of the Bidder;
    - (bb) be addressed to the Employer as provided in BDS 22.1;
    - (cc) bear the specific identification of this bidding process indicated in BDS 1.1; and
    - (d d) bear a warning not to open before the time and date for bid opening.
  - iii. If all envelopes are not sealed and marked as required the Employer will assume no responsibility for them is placement or premature opening of the bid.
- (b) Bidders submitting bids electronically
 

Bidders shall follow the electronic bid submission procedures specified below:

  - i. **For e-submission**, the bidder is required to register in the e-GP portal <https://www.bolpatra.gov.np>. for downloading and submitting the bid electronically.
  - ii. Interested bidders may either purchase the bidding documents from the employer's office as specified in the invitation for bid (IFB) or bidders registered in the e-GP portal of PPMO may download the bidding document from <http://www.bolpatra.gov.np> after login. If bidders choose to download the bidding document and submit the bid electronically, then the cost of the bidding document shall be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the electronic bid files.
  - iii. The bidder shall then prepare/fill the documents and forms included in the issued bid documents or the downloaded bid documents from the e-GP portal of PPMO- <http://www.bolpatra.gov.np>. as applicable. The required documents and forms shall be prepared in PDF form and/or shall be filled in the web forms in the e-GP system as specified below.

S. N.	Document	Requirement	Remarks
1	Letter of Bid	Mandatory	PDF
2	Bid Security (Bank Guarantee)	Mandatory	PDF
3	Company registration	Mandatory	PDF
4	VAT registration	Mandatory	PDF
5	Tax clearances certificate or evidence of tax return submission	Mandatory	PDF
6	Power of Attorney of Bid signatory	Mandatory	PDF
7	Declaration Letter	Mandatory	PDF
8	Bank Voucher for cost of bid document	Mandatory	PDF
9	Joint venture agreement	Mandatory	Mandatory in case of JV Bids Only
10	Qualification Information	Mandatory	PDF
11	Applicable Price Adjustment Table	Mandatory	If applicable
12	Completed BOQ	Mandatory	Web Forms
<p><i>Note:</i></p> <p>a) The documents specified as “Mandatory” should be included in e-submission and non submission of the documents shall be considered as non-responsive bid.</p> <p>b) Bidders (all partners in case of JV) should verify/update their profile documents as appropriate for the specific bid before submitting their bid electronically.</p> <p>iv) The Bidder shall then upload the PDF bid files and submit the complete bid online through e-GP portal of PPMO- <a href="http://www.bolpatra.gov.np">http://www.bolpatra.gov.np</a> within the specified date and time.</p> <p>v) Bidders are advised to download the bid submission report to ensure that all the documents/ files are up to date and complete.</p> <p>vi) The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through open standards</p>			

	<p>interfaces. Unreadable and or partially submitted bid files (not complying as per ITB Clause 21.1(d) shall be considered incomplete and rejected for further bid evaluation.</p> <p>bb) In addition to electronically submitted PDF files/web forms, the Bidder shall be required to submit original bid security letter/ documents and clarifications as specified in ITB Clause 27.3. If a bidder does not submit the original Bid security letter and requested documents and or clarifications within the specified time limit then the bid shall not be considered for further evaluation.</p> <p>cc) If major discrepancy is found between the electronically submitted PDF bid files and the documents/ clarifications provided by the Bidder as per ITB Clause 27.3, then the bid shall not be considered for further evaluation.</p> <p>dd) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP portal of PPMO- <a href="http://www.bolpatra.gov.npas">http://www.bolpatra.gov.npas</a> per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>ee) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p> <p>ff) Bidders who submit electronic bid should deposit the bidding document fee as specified in IFB and upload the scan copy (in pdf format) of the deposit voucher at the time of bid submission. The deposited amount shall be verified by the Employer during the bid evaluation process. The submitted Bid shall be non-responsive and shall not be evaluated if the cost for bidding document is not deposited as specified in the IFB.</p>
<b>22. Deadline for Submission of Bids</b>	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>In case of e-submission, the standard time for e-submission is Nepalese Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23. Late Bids</b>	<p>23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be</p>

	declared late, rejected, and returned unopened to the Bidder.
<b>24. Withdrawal, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>(i) Bids submitted in hard Copy</p> <p>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</p> <p>(bb) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>ii) E-submitted bids.</p> <p>a) Bidder may submit modification or withdrawal through e-GP system by uploading PDF scan copy of their “Modification” or “Withdrawal letter duly signed by an authorized representative and a written Power of Attorney of the signatory for modification or withdrawal duly signed by Authorized representative of the firm/all partners in case of Joint venture. Once a Bid is withdrawn, bidder won’t be able to submit another bid response for the same bid.</p> <p>b) Withdrawal and modification of bids through hard copy shall not be considered in case of e-submitted bids</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.</p> <p>24.3 No bid may be withdrawn, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
<b>25. Bid Opening</b>	<p>25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend.</p> <p>25.2 The Employer shall download the e-submitted bid files. The e-procurement system allows the Employer to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee.</p> <p>25.3 Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p>

	<p>25.4 Thereafter, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p>
	<p>25.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation.</p> <p>No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.</p> <p>25.6 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record.</p>

### **E. Evaluation and Comparison of Bids**

<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.</p>
<b>27. Clarification of Bids</b>	<p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a</p>



	<p>Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p>
<b>28. Deviations, Reservations, and Omissions</b>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>
<b>29. Determination of Responsiveness</b>	<p>29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;</li> <li>or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</li> </ul> <p>29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section V (Works Requirements) have been met without any material deviation, reservation or omission.</p>
	<p>29.4 If a bid is not substantially responsive to the requirements of the</p>

	Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>30. Nonconformities, Errors, and Omissions</b>	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).</p> <p>30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.</p> <p>30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.</p>
<b>31. Correction of Arithmetical Errors</b>	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> </ul>
	<ul style="list-style-type: none"> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul> <p>31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>

<b>32. Evaluation of Bids</b>	<p>32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a bid, the Employer shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) the bid price, excluding Value Added Tax, Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities, for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) adjustment for nonconformities in accordance with ITB 30.3;</li> <li>(e) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);</li> </ul> <p>32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.5 If the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>32.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p>
<b>33. Comparison of Bids</b>	<p>33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.</p>

<b>34. Qualification of the Bidder</b>	<p>34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
<b>35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<p>35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
<b>F. Award of Contract</b>	
<b>36. Award Criteria</b>	<p>36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
<b>37. Letter of Intent to Award the Contract/Notification of Award</b>	<p>37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.</p>
<b>38. Performance Security</b>	<p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer. The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p> <p>38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall</p>

	<p>constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.</p>
<b>39. Signing of Contract</b>	<p>39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1.</p> <p>39.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Development Committee, District Administration Office and District Treasury and Controller Office. The Employer may make arrangements to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) reference number of notice; (v) item of procurement; (vi) name and address of bidder making contract and (viii) contract price</p> <p>39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.</p>
<b>40. Complaint and Review</b>	<p>40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Chief of the Public Entity within Seven (7) days of providing the notice under ITB 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed.</p> <p>40.3 The chief of Public Entity shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 40.1:</p> <ul style="list-style-type: none"> <li>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</li> <li>(b) to reject the application.</li> </ul> <p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 40.4.</p> <p>40.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 40.3, is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the</p>

	<p>GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is more than Rupees Twenty Million (Rs. 20,000,000). The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.</p> <p>40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed.</p> <p>40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Review Committee shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3.</p> <p>40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.</p> <p>40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4.</p> <p>40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to zero point five percent (0.5%) of its quoted Bid amount with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 40.4.</p> <p>40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.</p>
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## SECTION - II

### Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : PPCR/DHM/W/NCB-12
ITB 1.1	The Employer is: Department of Hydrology and Meteorology, Building Resilience to Climate Related Hazards Project, Nagpokhari, Naxal Kathmandu, Nepal.
ITB 1.1	The number and identification of lots comprising this bidding process is: Construction of Infra-structure(Store ,water Tank ,Approach Road) for installation of Upper Air Radio Sonde at Kirtipur NCB: PPCR/DHM/W/NCB-12 Number of Contract: Single
ITB 2.1	The name of the Project is: <b><i>Building Resilience to Climate-Related Hazards</i></b> The DP is: <b><i>World Bank/IDA</i></b> The implementing agency is: <b><i>Department of Hydrology and Meteorology</i></b> GoN Funded or DP Funded: <b><i>DP Funded</i></b>
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be :2(two)
ITB 4.2	Eligible countries <b><i>As listed in WB Eligible countries</i></b>
B. Bidding Document	
ITB 7.1	For clarification purposes only, the Employer's address is: Attention: Saraju Kumar Baidya(APD) Address: Nagpokhari, Naxal Kathmandu, Nepal. Telephone: : 9851120142 Facsimile number: _____ Electronic mail address: <a href="mailto:sarajubaidya@yahoo.com">sarajubaidya@yahoo.com</a>
ITB 7.4	A Pre-Bid meeting shall be held .Pre-Bid Meeting will take place at the following date, time and place: Date: <b>29/11/2017</b> Time: <b>14:00 Hours (NST)</b> Place: Nagpokhari, Naxal, BRCH Project/DHM A site visit shall be organized by the Employer.
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: English
<b>ITB 11.1 (b)</b>	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for Unit Rate Contracts.
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit with its bid the following additional documents:</p> <p><b>For Local Bidders</b></p> <ul style="list-style-type: none"> <li>a) Letter of Bid as of <b>Section 4</b></li> <li>b) Up to date Firm/Company Registration Certificate Renewed Upto <b>F.Y. 2074/075</b></li> <li>c) Business Registration License</li> <li>d) VAT and PAN Registration Certificates <ul style="list-style-type: none"> <li><b>a.</b> Tax Clearance Certificate or Submissions of Tax Returns up to <b>F.Y. 2073/074</b></li> </ul> </li> <li>e) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence.</li> <li>f) Joint Venture Authorization/ Agreement (if any)</li> <li>g) Power of Attorney</li> </ul> <p><b>For Foreign Bidders</b></p> <ul style="list-style-type: none"> <li>a) Firm registration certificates issued by respective government office of their country.</li> <li>b) Letter of Bid as of <b>Section 4</b></li> <li>c) The bid security issued by any foreign Bank outside Nepal counter guaranteed by an "A" class commercial Bank in Nepal.</li> <li>d) Power of Attorney of Bid signatory</li> <li>e) Joint Venture Agreement (in case of JV)</li> <li>f) Bidder's Technical proposal as per <b>Section 3</b></li> <li>g) Bidder's qualification as per <b>Section 3</b></li> <li>h) BoQ with rate amount and total amount</li> <li>i) Declaration of eligibility to bid as per Public Procurement Rules, 2064 Rule 40 (2) e.</li> <li>j) The Foreign bidder must mention whether any local agent for this tender is appointed or not. If any local agent is appointed, the foreign bidder should mention <ul style="list-style-type: none"> <li>k) name and address of agent or representative in Nepal</li> <li>l) rate of commission, type of currency and mode of payment to the agent or representative;</li> <li>m) the terms and conditions with agent or representative, if any.</li> <li>n) the local agent should submit the authorization letter to act for</li> </ul> </li> </ul>



	<p>and on behalf of bidder;</p> <p>the local tenders or their agents/representatives or agents of foreign bidders must be registered in concerned Tax Offices in Nepal and should submit the duly renewed copies of their Tax and Firm Registration Certificates along with the tender.</p>
<b>ITB 13.1</b>	Alternative bids shall not be permitted.
<b>ITB 13.2</b>	Alternative times for completion shall not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions <i>shall not</i> be permitted.
<b>ITB 14.6</b>	The prices quoted by the Bidder: <i>shall not be</i> subject to adjustment during the performance of the Contract.
<b>ITB 18.1</b>	<p>The bid validity period shall be: <b>90 (Ninety) days (Date:17/03/2018)</b></p> <p>In case, any public holidays comes on the day of the last date of document purchase, bid submission or bid opening or if the bid submission deadline has been extended for any reason, the bid validity expiry date and bid security expiry date would still remain the same.</p>
<b>ITB 19.1</b>	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NPR 185,000/-(One Hundred Eighty Five Thousand) which shall be valid for 30 days ( <b>17/04/2018</b> ) beyond the validity period of the bid.
<b>ITB 19.2 (b)</b>	<p>Account Name: <b>Jal Tatha Mausam Bigyan Bibhag</b></p> <p>Bank Name: <b>Rastriya Banijya Bank,</b></p> <p>Bank Address: <b>Thamel, Kathmandu, Nepal</b></p> <p>Account Number: <b>ka-1-1-001</b></p>
<b>ITB 20.1</b>	<p>In addition to the original of the bid, the number of copies are: 1 (One)</p> <p>The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE".</p>
<b>ITB 20.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>

<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	Bidders <i>shall</i> have the option of submitting their bids electronically.
<b>ITB 22.1</b>	<p>For bid submission purposes only, the Employer's address is :</p> <p>Attention : Rajendra Sharma (Head, Procurement Unit)</p> <p>Address : BRCH Project/DHM, Nagpokhari, Naxal, Kathmandu</p> <p>The deadline for bid submission is :</p> <p><b>Date : 17/12/ 2017</b></p> <p><b>Time : 12:00 Hours (NST)</b></p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at :</p> <p>Address : BRCH Project/DHM, Nagpokhari, Naxal, Kathmandu</p> <p><b>Date : 17/12/ 2017</b></p> <p><b>Time : 13:00 Hours (NST)</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.5</b>	The amount of the performance security be increased by Eight (8) percent of the quoted bid price.

## SECTION - III

# Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 34, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

### 1. Evaluation

In addition to the criteria listed in ITB 32.2 (a) - (e) the following criteria shall apply:

#### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Works Requirements).

#### 1.2 Multiple Contracts: Not Applicable

Pursuant to Sub-Clause 32.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Works are grouped in multiple contracts and pursuant to Sub-Clause 32.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded.

#### 1.3 Completion Time : 6(Six) Months

#### 1.4 Alternative Technical Solutions: Not Applicable

## 1.5 Quantifiable Nonconformities, Errors and Omissions

The evaluated amount of quantifiable nonconformities, errors and/or omissions shall be determined by ascertaining the price of such effect on an equal basis by adjusting the same to the quoted price of the bid. A bid having minor deviations and having no material deviation to cause any serious effect upon the scope, quality, characteristics, terms and conditions, performance or any other requirements stated in the bidding documents and acceptable to the Employer can be considered to be substantially responsive.

## 2. Qualification

### 2.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Conflict of Interest					
No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.2 Government-owned Entity					
Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2, with attachments
2.1.3 UN Eligibility					
Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
2.1.4 Other Eligibility					
Firm Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

Business Registration Certificate	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
VAT and PAN Registration certificate ( <i>only for domestic bidders</i> )	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Tax Clearance Certificate/Tax return submission evidence for the F/Y2073/74 and if not so, time extension letter by Tax Office or 2073/74 <i>Only for domestic bidders</i> )	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment
Additional requirements A written declaration made by bidder with a statement that she/he is not ineligible to participate in the procurement proceeding, has no conflict of interest in the propose procurement proceeding , and has not been published for a profession all business related office	must meet requirement	not applicable	must meet requirement	not applicable	Document attachment

## 2.2 Pending Litigation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Pending Litigation					
All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1

## 2.3 Financial Situation

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.3.1 Historical Financial Performance					
Submission of audited balance sheets and income statements, for the last 3 (three) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
2.3.2 Average Annual Construction Turnover					
Minimum average annual construction turnover of NPR11 (Eleven) Million calculated as total certified payments received for construction contracts in progress or completed, within best three years out of last ten years.	must meet requirement	must meet requirement	must meet 30% of the requirement	must meet 50% of the requirement	Form FIN - 2

### 2.3.3 Financial Resources

Using Forms FIN - 3 and FIN - 4 in Section IV (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet :  <input type="checkbox"/> The following cash-flow requirement NPR.3.6 Million	must meet requirement	must meet requirement	must meet 30% of the requirement	must meet 50% of the requirement	Form FIN - 3 and Form FIN - 4
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## 2.4 Experience

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

### 2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 (Three) years prior to the applications submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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### 2.4.2 Specific Construction Experience

#### (a) Contracts of Similar Size and Nature

Participation as Prime contractor, management contractor, or subcontractor, in at least 1 (one) contract within the last ten (10) years, each with a value of at least NRS 6 (Six) Million that have been successfully or are substantially completed and	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1
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that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section V, Works Requirements.					
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(b) Construction Experience in Key Activities					
For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum construction experience in the following key activities :	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
Two Building with truss roof of minimum 7 (Seven) meter span.					

- \* List the production rate(s) for the key activity or activities in the subject contract. The rates should be about 80% of the estimated production rates of the key activity or activities in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.



## 2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Academic Qualification <i>[When position demands]</i>	Total Work Experience [Years]	Experience in Similar Works [years]
1.	Contract Manager	Minimum Bachelor in Civil engineering/Diploma in Civil Engineer	3/5	1/2
2.	Site Engineer /In charge	Minimum Bachelor in Civil engineering/Diploma in Civil Engineer	1/3	1/3
3.	Surveyor	Diploma in Surveying / Diploma in Civil Engineer	2/3	1/2
4.				
5.				

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV (Bidding Forms).

## 2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Requirement
1.	Concrete Mixture (Minimum Single Bag)	1
2.	Vibrator	2
3.	Welding Machine	1
4.	Generator for welding	1
5.		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (Bidding Forms)

## SECTION - IV

# Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

## Letter of Bid

**The Bidder must accomplish the Letter of Bid in its letterhead clearly showing the Bidder's complete name and address.**

Date: .....

Name of the contract: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works: Building with brick masonry, truss roofing, plumbing, sanitary, electrical works, approach road, Net fencing etc all complete
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
.....
- (d) The discounts offered and the methodology for their application are:  
.....
- (e) Our bid shall be valid for a period of .....[90 (Ninety) days] from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries or any countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding

process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;

- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We declare that, we have no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:
- (p) We agree to permit the Employer/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.

Name: .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

- 1 Use one of the two options as appropriate.

**Table of Price Adjustment Data (Not Applicable)**  
**[To be used if Price Adjustment is applicable**  
**as per GCC 45.1]**

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)				
	Materials (c)				
	Equipment usage (d)				
		<b>Total</b>			<b>1.00</b>

\*Normally following source of index shall apply. Public Entity shall choose applicable Index for each item.

(a) Labor: "National Salary and Wage Rate Index" - "Construction Labor" of Nepal Rastra Bank  
or  
rate fixed by District Rate Fixation Committee

(b) Material: "National Wholesale Price Index" - Construction Materials" of Nepal Rastra Bank

(c) Equipment usage:

"National Wholesale Price Index" - "Transport Vehicles and Machinery Goods" of Nepal Rastra Bank

or

"Fuel" Price fixed by Nepal Oil Corporation.

\*\* Bidders proposed weightings should be within the range specified by the Employer in column - 5



**Table of Price Adjustment Data (Not applicable)**  
**[To be used if Price Adjustment is applicable**  
**as per GCC 45.7]**

Code	Construction Material*	Unit	Base Price (NRs/Unit) (Ex-factory)	Source (Factory)**
1	2	3	4	5

\* Major construction materials to be specified by Employer in column - 2.

\*\* Base Price and source normally to be specified by Employer (or alternatively informed to be proposed by bidder) in column 4 and 5.

**Note:**

The base prices of the construction materials shall be taken as of 30 days before the deadline for submission of the Bid as quoted by the Bidder and verified by the Employer. For the purpose of calculation of price adjustment, the Ex-factory price of the same source shall be taken into consideration.



## Bid Security

### Bank Guarantee

***Bank's Name, and Address of Issuing Branch or Office  
(On Letter head of the 'A' class Commercial Bank)***

Beneficiary: ..... ***name and address of Employer*** .....

Date: .....

Bid Security No.: .....

We have been informed that ..... ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... ***name of Contract*** ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ..... ***name of Bank*** ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... ***amount in figures*** ..... (***amount in words*** ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
  - (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date ..... ***number*** ..... days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

... ***Bank's seal and authorized signature(s)*** ...

### Note:

The bid security of ..... has been counter guaranteed by the Bank ..... on ..... (Applicable for Bid Security of Foreign Banks).



## Technical Proposal Format

**Personnel:** (Detail of bidders personnel with their qualification and experience to be deployed at site)

**Equipment :** (Detail of equipment to be deployed at site)

**Site Organization :** (Detail of Site Organization and authorities empowered at site)

**Method Statement :** (Detail of work methods and procedures intended for construction of work)

**Mobilization Schedule :** (Detail of site mobilization schedule of manpower equipment and construction materials)

**Construction Schedule :** (Detail of construction Schedule with activities using standard tools)

**Others :** (Detail if any)

## Personnel

### Form PER - 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

No.	Name	Position*	Academic Qualification	Total Work Experience [Years]	Experience in Similar Works [years]
1.					
2.					
3.					
4.					
5.					

\* As listed in Section III (Evaluation and Qualification Criteria).

## Form PER - 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (\*) shall be used for evaluation.

<b>Position*</b>		
<b>Personal Information</b>	<b>Name</b>	<b>Date of Birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager/personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience over the last twenty years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position and Relevant Technical and Management Experience*

**Note:**

*In case of e-submission the Resume of Proposed Personnel shall be submitted on notification by the Employer as per ITB 27.*

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity*</b>	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>email</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

**Note:**

*In case of e-submission the “Agreements” shall be submitted on notification by the Employer as per ITB 27.1*

## **Bidder's Information and Qualification Format**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Others**

## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<ol style="list-style-type: none"> <li>1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li> <li>2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</li> <li>3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li>4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</li> </ol>	



## Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

<b>JV / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's country of constitution</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)</b>	
<b>Attached are copies of the following original documents.</b>	
<ol style="list-style-type: none"> <li>1. articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li> <li>2. Authorization to represent the firm named above, in accordance with ITB 20.2.</li> <li>3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</li> </ol>	

Form LIT - 1: Pending Litigation

Each member of a JV must fill in this form

Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section III (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in NRS	Value of Pending Claim as a Percentage on Net Worth

## Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [in NRS]		
Year 1 :	Year 2 :	Year 3 :

### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

### Information from Income Statement

Total Revenues			
Profit Before Tax			
Profit After Tax			
<ul style="list-style-type: none"> <li>○ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions.</li> <li>○ All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.</li> <li>○ Historic financial statements must be audited by a certified auditor.</li> <li>○ Historic financial statements must be complete, including all notes to the financial statements.</li> <li>○ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul> <p><b>Note:</b>  <i>In case of e-submission the attachments should not be uploaded but shall be submitted on notification by the Employer as per ITB 27.1</i></p>			

**Form FIN - 2: Average Annual Construction Turnover**

Each Bidder or member of a JV must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years (Construction only)	
Year	Amount Currency

- Average Annual Construction Turnover  
(Best three years within the last 10 years)

### Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (in NRS)
1		
2		
3		

**Note :**

*The letter from the Bank must be unconditional.*

**Form FIN- 4: Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

[illegible]

**Form EXP - 1: General Construction Experience**

Each Bidder or member of a JV must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Year	Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

## Form EXP - 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NRS .....		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
Two Building with truss roof of minimum 7(Seven) meter span.			



## Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No..... of.....	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	<input type="checkbox"/> NRS .....		
If Partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2 (a) of Section III			
<b>Note :</b>  <i>The Employer should insert here production rate(s) for the key activity (activities) subject contract against which the bidder demonstrates in the box on the right-hand-side production rates achieved by him on previous contracts.</i>			

## Part - II

# REQUIREMENTS

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## SECTION - V

# **Works Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

## **Scope of Work**

The construction site is located at Kirtipur municipality, Kathmandu. The work under this procurement consists of the construction of one -storey wall load bearing structure with truss and UPVC roofing including all the building services works such as Civil, sanitary and electrical works all complete etc. As the premise is inside TU all the rules and regulations applicable thereof have to be observed.

## **Specifications**

### **GENERAL TECHNICAL SPECIFICATION**

#### **Drawing, Instructions, Measurements:**

All the Work shall be done according to the Bill of quantities, drawings and instructions of the Project Engineer on behalf of Office and the Contractor shall arrange to test materials and/or portions of the Work at his own cost in order to prove their soundness and sufficiency.

#### **CIVILWORKS**

The Work shall be carried out according to these Specifications whether specifically mentioned elsewhere or not. No extra in any form will be paid unless it is definitely stated as an item in the Bill of Quantities.

Whenever the Specifications are not given or when the Specifications are ambiguous, the relevant Nepal Standard or Indian Standards or British Standards and further amendments will be considered as final and binding.

All Works shall be carried out simultaneously with electrical, plumbing, sanitary and other services and in co-operation with the Contractors the above services. The Work shall be carried on till it is completed satisfactorily along with the completion of other essential services. The building Contractor shall keep the other Contractors informed of the proposed programme of Work, well in advance, so that the building Work is not hindered. The Contractor shall further cooperate with other Contractors in respect of any facility required by them e.g. making holes in shuttering for sanitary, pipes, electric conduits, fan hook etc. However, no extra payment shall be admissible to him for such reasonable assistance and facilities afforded to other Contractors and the building Contractors shall be deemed to have taken these factors into consideration while quoting his rates.

The Work shall be related to the drawings, which the Contractor is presumed to have studied. Nothing extra will be paid for any item because of its shape, location or other difficult circumstances, even if the schedule makes no distinction, as long as the item is shown in the drawings.

The source of materials stated in the Specifications is those from which materials are generally available. However, materials not conforming to Specifications shall be rejected even if they come from the stated sources. The Contractor should satisfy himself that sufficient quantity of materials of acceptable Specification is available from the stated or other sources.

The requirements of Specifications under (A) GENERAL and (B) MATERIALS shall be fulfilled by the Contractor without extra charges i.e. the item rates quoted shall be deemed to have taken these Specifications into account.

**GENERAL:****1. Office accommodation and WC :**

The Contractor shall provide at his own expense adequate temporary accommodation and toilet facilities for his Workmen and keep the same in good conditions. This may be done to suit Site conditions with the approval of Project Engineer. The above mentioned temporary structures shall be removed on the completion of Works at Contractor's own cost. All materials shall belong to the Contractor.

**2. Boards:**

A board of size approximately 1.5m x 1.0m shall be made and put at an approved place on the Site giving details of the contract in the format and wordings directed by the Engineer. This board shall be painted in approved colour. The board shall be removed by the contractor by the end of the Defects Liability Period.

**4. Preparing and cleaning the Site:**

The Site described and shown on the plans plus 6 M (20ft.) all around the building shall be cleared of all obstructions, loose stones and materials, rubbish of all kinds as well as brushwood. All holes or hollows whether originally existing or produced by removal of loose stone or brushwood shall be carefully filled up with earth, well rammed and levelled off as directed. Also the Contractor shall dress the Site 6 M (20ft.) all around the buildings after completions, maximum cutting or filling being 30cm (12 inches). This shall be as per bill of Quantities.

**5. Trees:**

No trees, saplings shall be removed/cut without prior permission of the Project Engineer. If any tree has to be cut, this shall form an extra item. For the purpose of the Specification, a tree shall be defined as growth whose circumference of the trunk at 30cm (1'-0") from the base is not less than 90cm (3'-0") in height.

**6. Measuring Materials:**

Materials requiring measuring shall be measured separately in boxes of appropriate sizes before being mixed as directed by Project Engineer.

**7. Temporary Protections:**

All trenches, walls newly laid concrete or other Work requiring protection from weather or accidental injury shall be protected by means of tarpaulin or in any other way so as to keep the Work safe from damage. Nothing extra shall be paid for on this matter.

**8. Quality of Work:**

Materials, tools and plants, and Workmanship shall be the best of several kinds obtainable in the market and as approved by the Project Engineer.

**9. Leave clean:**

On completion, all Work must be cleaned down, rubbish removed and the Works and land cleared of rubbish, surplus materials, debris and other accumulations and everything left in a clean and orderly conditions.

**10. Samples:**

Samples of each class of Work required and materials shall be submitted by the Contractor for the approval of the Project Engineer and after such approval, these samples shall be deposited at a place chosen by the Project Engineer. The Contractor will be required to perform all Work under the Agreement in accordance with these approved samples.

**11. Provisional Items:**

All provisional Work items in the schedule shall be carried out at the discretion of the Project Engineer, and may or may not form part of the Agreement. If such provisional items are carried out by the Contractor, the rates shall be settled as for extra items as stated in the conditions of Agreement.

**12. Storage:**

Safe, dry and proper storage shall be provided for all materials, particularly cement. For installed at the Site of Work the Project Engineer may reduce the capacity of storage.

**13. Water:**

Water shall be clean and free from oil, waste, acid or other organic matter in solution or suspension. Water shall be from municipal main or tank or well water. Storage for the water shall be of sufficient size and as directed by the Project Engineer. The Contractor shall make his own arrangements for water supply.

**14. Earth:**

Earth for filling and terracing shall be free from all rubbish, organic or vegetable growth including roots, weeds etc. All clods shall be first broken-down.

**15. Sand:**

Sand shall be clean from river and of approved quality and free from salt, earth, dust or other impurities. If required by the Project Engineer, it shall be washed with clean water and not more than 5% of fine materials (clay, dust and silt) will be allowed, as tested by the settlement in water. The sand may contain particle size up to 5mm and should be



well graded. Coarse sand for concrete Work shall be from local rivers or from any other place as approved by the Project Engineer and shall conform to cement concrete specification.

**16. Portland Cement:**

N.S. or I.S. mark awarded Ordinary Portland Cement should be used. Cement shall of fine quality with its chemical composition, consistency, tensile and compressive strength, soundness, setting time according to I.S. It should be free from lumps. It should be stored in a weatherproof building on a floor at least 30cm high from floor level. It should be stacked 60cm clear from the walls, and stored in such manner that permits easy access for inspection. It should also be stacked in not more than 6 layers high to prevent bursting of bottom bags. The Project Engineer may order testing of cement if required. In no case cement of grade less than 53 shall be used.

**17. Stone:**

Stone for rubble masonry shall be of the best of its kind. It shall be strong, angular, and free from flakes and must be of quality approved by the Project Engineer. No earthy or discoloured, weather or water worn stone shall be used.

**18. Cement Mortar:**

Cement mortar shall be of proportions specified for each type of Work. It shall be composed of Portland Cement and Sand. The ingredients shall be accurately gauged by measure and shall be well and evenly mixed together; care being taken not to add more water than is required. No mortar that has begun to set shall be used. If hand mixing is allowed then it shall be done in brick tanks. The gauged materials shall be put in the tank and mixed dry. Water will then be added and the whole mixed again until it is homogeneous and of uniform colour. Required quantity of cement shall be mixed at one time and shall not be such as to exceed mortar amount that can be consumed within 30 minutes of its mixing.

**19. Aggregate:**

Aggregate shall be from hard stone of size as specified under item of Work. In general 30mm (1.25") maximum gauge aggregate shall be used for mass concrete in foundation and 19mm (3/4") and down gauge i.e. 13mm (1/2") in average, graded aggregate broken from stone crusher or pebbles for RCC Work. The Project Engineer shall approve the quality of the aggregate and if not shall be deported from the Site. The aggregate shall be brought to the Site from same approved quarry and crusher, in any condition if Contractor wants to change the quarry, the further approval shall require. In general, the other specification relating to aggregate shall follow standard practice of Department of Urban Development and Building Construction.

**20. Bricks:**

All bricks shall be of first class quality, approved by the Project Engineer. The bricks shall be free from grit and other impurities such as lime, iron and other deleterious salts, well burnt, copper coloured, sound, hard, square with sharp edges and shall give ringing sound when struck with a mallet. Machine made bricks shall be of best quality. Chimney made local bricks shall be of first class quality available, satisfying above-mentioned properties. Every lot the quality of the bricks shall be checked by the Project Engineer to ensure the quality of it.

**21. Telia Bricks:**

Telia bricks or tiles shall be of first class quality, having smooth, hard surface, regular in shape, sizes and uniform thickness and good colour. The tiles should be thoroughly burnt having sharp and square edges. They should be free from cracks, flaws and chips. They shall show a fine grained, dense texture and be free from lumps of lime, lamination, cracks, air holes, soluble salts, causing efflorescence or other defects which may in any way impair their strength, durability, appearance and usefulness for the purpose intended. They shall not have any part under-burnt.

They shall give a clear, metallic ringing sound when struck. All tiles shall have to be approved by the Project Engineer. Any tile not found up to the Specification shall be removed from the Site immediately at Contractor's own cost, representative samples of tiles to be used shall be submitted to the Project Engineer and his approval should be taken before bulk purchase. All tiles supplied shall confirm to the approved samples in all respect.

**22. Steel:**

The reinforcement shall be cold twisted deformed steel or TMT as per schedule, as approved by the Project Engineer. The reinforcement shall be free from fillings, loose rust, mill scale, paint, oil, grease, adhering earth or any other material that, in the opinion of the Project Engineer may impair the bond between the concrete and the reinforcement or that causes corrosion of the reinforcement or disintegration of the concrete.

Test certificates may be required from the suppliers, and in addition, the Contractor must undertake tensile and bending tests on random samples of the reinforcement delivered to the Site. All steel, which is represented by a sample, which fails to reach the minimum requirements as per standard code of practice is to be removed from the Site immediately.

**23. Terrazzo Tile:**

Terrazzo tile shall be of smooth surface, durable and of sizes and colours as per schedule. The sample should be approved by the Project Engineer before commencement of flooring work.

**24. Scaffolding:**

Scaffolding shall consist of well seasoned Sal wood planks or water proof plywood or steel plate with necessary battens, planks and metal props with accessories. All the scaffolding members shall be checked before installation for their strength and stiffness and tied up properly. It shall be fixed and tied together. In case of finished Work such as plastering, painting and distempering, no part of the scaffolding should touch the structure. Where ladders are used, gunny bags shall be tied up at the ends to prevent any damage to Work by sliding or tipping.

**25. Timber:**

Sal wood shall be used in general if other wise specified and shall be of the best quality available, perfectly dry, free from knots, cracks, shakes other defects and any appearance of rot.

**26. Glass:**

Glass shall be of approved make of thickness as stated in the schedule of quantities and visually clear when viewed from any direction. It shall be free from bubbles, waves and all other defects.

**27. Oil Paints and Primers:**

These shall be only of ready mixed type in sealed tins of approved makes as specified by Project Engineer.

**28. Distempers and Primers:**

These shall be only of ready mixed type sealed tins of approved makes as specified as specified by Project Engineer.

**29. Enamel Paints:**

These shall be of approved brand in sealed tins or packages as specified as specified by Project Engineer.

**30. Aluminium Work**

All Aluminium shall be extruded aluminium section (Al. Mg. Si.) and shall conform to IS- 63400, AA-6063 unless otherwise directed. Aluminium sections shall be anodised and the anodic film shall be 12-15 microns. The colours shall be as directed.

**31. Special Material:**

If materials of a particular brand are specified in the Bill of Quantities, these shall be produced accordingly from the particular manufacture. These shall include materials such as bricks, tiles, bitumen and bituminous compounds, water proofing compounds, hardening compounds, special paints, acoustic and insulating boards and other finishing materials of approved makes. The responsibility for the use of these materials lies with the Contractor and he should avail himself of necessary guarantees from the manufacturer. Such guarantees as may be required by the Project Engineer shall be obtained by the Contractor and given to the Project Engineer. Specific brand names have been avoided, wherever possible. Where brand names have been used, they have been used merely to describe the nature of the desired materials and not used to endorse or indicate an preference for a particular product or manufacturer. Goods which have similar characteristics and provide performance and quality at least equal to those specified and conforming to IS standards are acceptable.

**32. Test of Materials:**

The Contractor shall arrange and carry out the tests of materials to be used in the Works or any other tests as deemed necessary by the Project Engineer.

**33. MS roding in window frames:**

As specified and instructed by the Engineer-in-Charge and detailed working drawings, if any.

**34. Emulsion paints:**

These shall be only of ready mixed type sealed tins of approved makes as specified as specified by Project Engineer.

**35. Chapra polish:**

These shall be of ready mixed type sealed tins or chapra polish shall be made by mixing chapragranules, thinner and spirit of approved makes as specified as specified by Project Engineer.

**Work items:****1. EARTHWORK IN EXCAVATION IN FOUNDATION:**

The Contractor shall examine the Site and ascertain for himself the nature thereof and the types of materials to be excavated.

**1.1. Earthwork in excavation in the site development:**

Due to uneven topography of the Site, the levelled ground shall be prepared with the formation level as indicated in the drawings or to such lesser or greater extent as the Project Engineer may advice. Excavated earth shall or shall not be placed within the premises of the project boundary. The Project Engineer may direct the Contractor to place excavated earth at particular filling area or to be dispose off.

The side slope in the excavated area must be maintained in the ratio of 2 Horizontal is to 1 vertical or as per drawing and must be 3 meter away from the edge of building.

**1.2. Earthwork in Excavation in Foundation:**

Foundation trench shall be due to the exact width and depth and levels as indicated in the drawings or to such lesser or greater extent as the Project Engineer may advice. Sides of trenches shall be vertical. In case the soil does not permit vertical sides, the Contractor shall protect side with timber shoring. Excavated earth shall not be placed within 1.5 meter of the edge of the trench. The Project Engineer may direct the Contractor to place excavated earth at a particular Site up to 30 meter away from the building. The bottom of the trench shall be perfectly levelled both longitudinally and transversely. The bed shall be lightly watered and **well-rammed with mechanical vibrator**. Excess digging if done through mistake shall be filled with 1:4:8 concrete. Water, if any accumulated in the trench, shall be baled out and all necessary precaution taken to prevent surface water from entering the trench.

Soft and defective spot in the trench shall be dug out and removed and filled with concrete or materials prescribed by the Project Engineer. If rocks or boulders are found during excavation, they should be removed and the bed trench shall be levelled and made hard by consolidating the earth, at no extra cost. Above mentioned items or any variation thereof from the Bills of Quantities shall be measured and valued by the Engineer as a variation. After the completion of foundation masonry, the remaining portion of the trench not filled by masonry shall be filled up with earth in layers of 15cm, watered and well-rammed. Such filling shall be free from rubbish, refuse matters and clods, surplus earth, if any shall be removed and site shall be levelled and dressed.

Trenches shall be measured as per drawings and rate shall be for complete Work including trench filling, for 30 meter lead and 1.5 meter lift including all tools and plants

required for the completion of the work, removal of boulders, side shoring, pumping, and filling in voids by mass concrete (1:4:8) under (4) above etc.

No excavation or foundation work shall be filled in or covered up before the inspection and approval of the Project Engineer. The starting level for excavation shall be deemed to be ground level or such level as may be specified by the Project Engineer, before the commencement of the Work.

## **2. CONCRETE WORKS:**

### **2.1 Code of Practice for Reinforced Concrete Work:**

All Workmanship, materials and tests in connection with reinforced concrete Work are to be in conformity with Code of Practice where not inconsistent with these preambles. Generally a competent person shall be employed whose first duty will be to supervise all stages in the preparation and placing of concrete. All cubes shall be made and Site tests carried out under his direct supervision.

All materials, which have been damaged, contaminated or have deteriorated, or which do not comply in any way with the requirements of the Specification shall be rejected and shall be immediately removed from the Site. No materials shall be stored or stacked on suspended floors without the Project Engineer's prior approval. Sample of all materials may be asked to submit for approval of the Project Engineer. All condemned materials are to be removed from the Site within 24 hours.

Any cement which has failed the tests or which has been damaged by water or contaminated in any way on the Site shall immediately be put into bags and removed from the Site.

Fine aggregates and sand shall be clean, coarse, hard siliceous material and equal at all times to the samples which shall be deposited with and approved by the Project Engineer.

The caustic soda tests for organic impurities shall show a colour not deeper than of the standard solution. The setting test for natural sand shall be made as per standard code of practices. The Contractor shall supply all necessary equipment for the testing of fine aggregates and sand for the use of the Project Engineer.

Coarse aggregates shall be hard, clean gravel or broken stone from approved quarries or other similar approved materials and shall be free from earth, decomposed stone and extraneous matter. They shall be "Graded Aggregate" and either 25mm to 5mm or 12mm to 5mm unless otherwise specified. Thin, elongated, friable, flaky or laminated pieces, mica or shale shall only be present in such small quantities as not to affect adversely the strength and durability of the concrete.

The amount of fine particles occurring in a free state or as loose adherent shall not exceed 1% when determined by the laboratory sedimentation test. After twenty four hours in water, a previously dried sample shall not gain more than 10% in weight.

### **3.4 Aggregates Storage:**

Each grade of aggregate shall be stored on the Works in separate heaps so that there shall be no possibility of any inter-mixing. Any materials which have become inter-mixed shall be removed from the Site forth with by the Contractor. The materials shall be stored on a timber or concrete floor and the piles shall be as large as possible, flat topped and drained.

### **3.5 Proportion of Concrete Mix:**

The quantity of cement shall be measured by Volume and each batch of concrete is to use one or more whole bags. The quantity of fine aggregate and coarse aggregate shall be measured separately by volume or in approved weight-batching plant. The volume of damp aggregate must be adjusted to take into account the weight of water in the aggregates, and this in turn will affect the amount of water to be added into the mix. The Grade of concrete should confirm the respective strength as specified in the codes not the proportions of cement sand and aggregates.

### **3.6 Proportion of Fine Aggregate to Coarse Aggregate:**

Generally 1:2 proportion of fine aggregate to coarse aggregate by volume but subject to an upper limit of 1:1.5 and lower limit of 1:3. The proportion of the aggregates should be adjusted to obtain suitable results.

### **3.7 Grades of the Concrete:**

Plain and reinforced concrete shall be in four grades designated as M 100, M 150, M 200 and M 250.

### **3.8 Strength Requirement of Concrete:**

N.S. mark awarded Ordinary Portland cement conforming to the accepted standards shall be used. The compressive strength requirements for the various grades of concrete shall be as per NNBC/ IS.

### **3.9 Concrete Test:**

#### **Preliminary**

The Contractor on its own cost shall conduct the test in a laboratory on the trial mix of the concrete in the satisfaction of Project Engineer's representative in the laboratory with the object of

- a. Designing the concrete mix one month before the actual concreting operation starts,
- b. Determining the adjustment required in the designed mix when there is change in the materials used during the execution of the Work, or
- c. Verifying the strength of the concrete mix.

### Works Test

The Contractor on its own cost shall conduct a test either in the field or in the laboratory in the satisfaction of the Project Engineer of the specimens made on the Works. Throughout the carrying out the term of the Agreement, "Works Cube Tests are to be made from concrete drawn from newly laid concrete or concrete about to be placed in position, such cubes being made in the presence and guidance of the Project Engineer. Such cubes shall be made in 15cm cube steel or cast iron moulds and shall be marked and cured strictly in accordance with appendices of the code of practice, and shall be forwarded carriage paid in time for testing at the required age to a testing laboratory to be nominated by the Project Engineer. **Four cubes** shall be made on each occasion, concrete for each cube being from a different batch. Two cubes shall be forwarded in time for testing at the age of 7 days. Each cube shall be marked with the date of casting and a distinctive reference number in accordance with a system agreed by the Project Engineer. A record shall be kept of the position from which the concrete for each set of cubes was drawn, or to which it was about to be placed.

At least three sets of four cubes shall be cast during each week when concrete is being cast, including sets of cubes for each quality of concrete used during the period.

Concrete is required to have the properties and give the strength in Kg. per square cm as set out in the Table below, which is to be considered as the minimum standard that will be accepted in the finished Works.

Tables

Grade of Concrete	Quantity of cement : sand and aggregate required for 1 cu.m of Concrete					Minimum Crushing Strength in Kg/cm <sup>2</sup>	
	Cement	Sand	Aggregate Size			7 days	28 days
			10 mm	20 mm	40 mm		
M 150	0.32 MT	0.445 M <sup>3</sup>	0.11 M <sup>3</sup>	0.22 M <sup>3</sup>	0.52 M <sup>3</sup>	105	150
M 200	0.40 MT	0.425 M <sup>3</sup>	0.29 M <sup>3</sup>	0.57 M <sup>3</sup>	X	140	200



M 250	0.61 MT	0.425 M <sup>3</sup>	0.21 M <sup>3</sup>	0.64 M <sup>3</sup>	X	175	250
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The maximum mica content to give the minimum strengths specified in the table will be determined by means of trial mixes before the commencement of the concreting Works. The aggregates delivered to the Site during the execution of the Works will be tested for mica content in accordance with standard tests. Fine Aggregates and sand if found to have mica content in excess of the maximum permissible quantity they will be rejected and shall be removed from the Site at the Contractor's expense. Alternatively, the Contractor may at his own cost, increase the cement content up to a maximum of 10% above the nominal mix specified in the above table in order to achieve the specified strengths, except that no such concrete shall be placed before satisfactory 28 days cube tests have been obtained for that particular mix.

### 3.10 Unsatisfactory Concrete Work:

Should, in the opinion of the Project Engineer any of the results of the specified tests of concrete or materials be unsatisfactory, the Project Engineer may order the Work to be stopped pending their further instructions. Executed Work for which test results are unsatisfactory shall be liable to rejection and, if so directed by the Project Engineer, the Work represented by the tests shall be cut out and re-execute at the Contractor's expense.

In the case of 7 days Works cube tests proving unsatisfactory; the Work may be stopped, but shall not be liable to rejection until the results of the 28 days tests are known. In the event of the results of the 28 days Works cube tests proving unsatisfactory, the Work represented shall be immediately liable to rejection.

Should the average strength of these specimens attain the specified minimum 28 days strength, the Work will, subject to the Project Engineer's discretion, be accepted. Alternatively, the Project Engineer may instruct the Contractor to make a loading test as described hereinafter. The cost of all such preparation, testing and making good the portions of the structure affected, shall be borne by the Contractor. The cost of all delays on Site due to concrete not attaining the desired strength, or caused by investigation of defects, cutting away and making good, shall be entirely the Contractor's responsibility.

### 3.11 Structural Test:

If, in the Project Engineer opinion, there is a doubt as to the strength of a structure, solely or in part, for the reason that the Site-made concrete cubes fail to attain the specified strength, or because of one or more circumstances attributable to alleged negligence on the part of the Contractor, then the Project Engineer shall instruct the Contractor to make a loading test on the Works or any part thereof. If the results of the test is satisfactory,

except where the test has been made because test cubes fail, the Contractor shall be reimbursed for the cost of the test. If the result of the test is not satisfactory, the Contractor shall bear the cost of the test and the cost of correcting any defects in accordance with the instructions of the Project Engineer.

### **3.12 Normal Finish to Faces of Structural Concrete:**

After removal of shuttering, unless instructed to the contrary, the face of exposed concrete is to be rubbed down immediately to remove fins or other irregularities. In the event of part of the concrete being honeycombed, such portions are to be cut to a depth and shape required by the Project Engineer and made up with fine concrete of equal quality in such a manner as shall be directed. The face of concrete for which shuttering is not provided, other than slabs, is to be smoothed with a wooden float to give a finish equal to that of the rubbed down surface where shuttering is provided.

### **3.13 Fair-faced Concrete:**

Where so described or measured, faces of concrete shall be finished fair by means of form Work lined with approved hard board, so as to produce a perfectly true surface and shall have all imperfections on the concrete face cut out, made good in cement mortar to match the texture and colour of the concrete and rubbed down with carborundum stones dipped in cement grout to finish clean and smooth to a high standard, without trace of shuttering marks, joints or other disfigurements.

### **3.14 Holes, Pipes, etc.:**

The Contractor shall be responsible for co-ordinating the incorporation of electrical conduits, pipes, fixing blocks, chases, holes, etc., in concrete members as required. The Contractor shall submit full details of these items to the Project Engineer for approval before the Work is put in hand. Concrete fixing blocks may be embedded in the concrete provided that the strength or effective cover of any part of the structure is not adversely affected or the finished Work damaged by any movement of the blocks. All fixing blocks, chases, holes, etc., to be left in concrete shall be accurately set out and cast with the concrete. No openings, chases, holes or other voids shall be cut or formed in concrete without the approval of the Project Engineer.

### **3.15 Mixing:**

Concrete is to be mixed in a batch mixer of approved type having a drum rotating about a horizontal or inclined axis. The speed of the drum is to be not more than twenty and not less than fourteen revolutions per minute.

The fine and coarse aggregate and the cement are to be mixed for at least four turns of the drum, after which the required amount of water is to be added gradually while the drum is in motion and the concrete then mixed for at least one and a half minutes and until of uniform colour and consistency.

The volume of concrete mixed in any one batch is not to exceed the rated capacity of the mixer.

The whole of the mixed batch is to be removed before materials for a fresh batch enter the drum.

On cessation of Work, including all stoppages exceeding 20 minutes the mixers and all handling plant are to be washed out with clean water. Concrete mixed as above is not to be modified by the addition of water or other wise in order to facilitate handling, or for any other purpose. A least one slump test shall be made each day as concreting is in progress under the supervision of the Project Engineer. The slump shall not exceed 7.5 cm.

### **3.16 Transporting:**

Concrete is to be handled from the place of mixing to the place of final deposit as rapidly as practicable by the methods which will prevent segregation or loss of ingredients. It should be deposited as nearly as practicable in its final position to avoid re-handling or flowing. Concrete shall be placed in the forms from as small a height as possible and shall in no case be dropped from a height of more than 1.8 meter except with the approval of the Project Engineer. When chuting is used, the inclination of the chute must be such as to allow the concrete to flow without the use of excessive water & without segregation or loss of the ingredients. Details of any proposed chuting plant must be approved by the Project Engineer before the plant is delivered to the Site.

### **Reinforcing Steel**

TMT or Cold deformed steel rod reinforcement shall comply with Standard code of practice.

Test certificates may be required from the suppliers, and in addition the Contractor must undertake tensile and bending tests on random samples of the reinforcement delivered to the Site. All steel, which is represented by a sample if fails to reach the minimum required tensile strength is to be removed from the Site immediately.

The steel shall be stored so that it is kept clean and reasonably free from rust.

All metal for reinforcement is to be free from loose mill scale, loose rust, oil and grease, or other harmful matter immediately before the placing of the concrete.

All reinforcement is to be placed and maintained in the position shown on the drawings. Some definite method of ensuring the amount of cover required by the designer must be agreed between the Contractor and the Project Engineer.

All bars are to be bent cold. Starter bars are to be positioned accurately. All crossing of bars are to be securely wired. The prices of all bar reinforcement are to include for cutting to lengths and for all bending, hooked ends, etc., and for placing in position with distance pieces were necessary to ensure the rigidity of the bars and for tying together

with approved wire in order to prevent displacement during concreting, and for rolling margins.

The placing of all reinforcement shall be checked by the Project Engineer and in no circumstances is concrete to be deposited around any steel that has not been approved. At least 24 hours notice shall be given to the Project Engineer that reinforcement will be ready for inspection.

Where bending schedules are provided, the measured weight of reinforcement for purpose of payment will be taken from the bending schedules and the Contractor must make due allowance in his rates for rolling margins and all the foregoing items and labours, including cutting to waste from random lengths. As for the lap of the reinforcement the Project Engineer in charge shall check the numbers of the lap actually provided at the Site before casting and the final quantity for the lap shall be approved on the bar schedule for final payment.

### **3.17 Cover to Reinforcement:**

The thickness of the concrete cover to reinforcement shall be as directed by the Project Engineer. Some approved method of ensuring the correct amount of cover shall be used.

### **3.18 Spacing Blocks Chairs, etc.:**

Properly formed spacing blocks of concrete with wire ties or other approved means shall be securely wired or attached to the reinforcing bars to ensure the maintenance of the proper cover of concrete. These shall be dense concrete left with a wire brushed surface or be dipped in grout before fixing. These blocks are particularly important where the surface of the concrete is exposed to the weather or dampness. The Contractor must ensure that the bars are securely fixed so as to maintain their indicated positions during the progress of pouring, tamping or vibration of concrete. Proper chairs as per the instruction from Project Engineer bars are to be provided to support top steel in slabs. Steel in walls and similar members is to have adequate horizontal spacers or as per direction at Site from Project Engineer. This steel for this chairs shall be counted before the casting of the proposed concreting and the approved quantity will be add to the bar schedule.

## **4. MASONRY WORK:**

### **4.1 Brick Work:**

Generally all bricks must be obtained form chimney or machine made as stated in BOQ and are referred to as "Standard" bricks nominally 23cm x 11cm x 7cm or equivalent first class bricks as approved by the Project Engineer.

The bricks shall be best quality well burnt bricks, true to shape, with square arise and of uniform size and such that four courses of brick Work (when built) rise 26cm. Sample bricks are to be submitted to the Project Engineer for approval and the Project Engineer

will reject any bricks delivered to the Site which in his opinion are not of the same quality, shape or colour as the approved sample.

#### **4.2 Walling Finish:**

Where walling is to be finished with a fair face, the bricks are to be selected so that the exposed face is free from defects and the joints finished flush as the Works proceed. The faced Work shall be kept perfectly clean and no rubbing down of brick Work will be allowed.

Where brick Work is to be plastered the joints shall be raked out as the Work proceeds.

#### **4.3 Walling Building:**

Bricks shall be wetted before being laid and the top of walling where left off shall be wetted before re-commencing building. Walls to be kept wet seven days after building, bricks shall be well buttered with mortar before being laid and the brickwork carried up evenly course by course so that no part is allowed to be carried up more than one meter higher at any time than any other part.

#### **4.4 Setting out Walling:**

The Contractor shall provide proper setting-out rods and set out all Work on same for corners, openings, heights, etc. and shall build the walls and piers etc. to the width, depth and height as shown on the drawings and as directed and approved by the Project Engineer.

#### **4.5 Bonding Walls:**

Load bearing brickwork generally shall be of Standard practice bond and reinforced as shown on the detailed drawings. One brick walls (nominal thickness 23cm) shall be in English Bond and half brick walls (nominal thickness 11cm) in Stretcher Bond. No broken bricks or bats shall be used unless required to form bond. All perpend, quoins, reveals and other angles of walls shall be built strictly true and square.

#### **4.6 Mortar:**

Unless otherwise specified, all mortar shall consist of cement and sand in the proportion as described in the Bill of Quantities.

The ingredients of mortars shall be measured in proper gauge boxes on a boarded platform all being mixed dry and again whilst adding water. All mortars shall be thoroughly mixed to a uniform consistency with only sufficient water to obtain a plastic condition suitable for towelling. Mortar which has commenced to set shall not be used or knocked up again for use.

#### **4.7 Filling for Brick Work:**

Where brick Work cavities are specified to contain reinforcing bars they shall be filled with concrete mix as specified. The filling shall be placed and consolidated in section not exceeding 1 meter in height. Cavities that are to be filled shall be kept free of all mortar droppings.

#### **4.8 Brick Lintels:**

Lintels over doors and under openings except where in concrete shall be formed in brick Work by reinforcing the three courses immediately above the opening with steel wire reinforcement resting 45 cm at either end of the opening and the rates are to include for any necessary centring.

#### **4.9 Putlog Holes**

All putlog holes shall be not less than one course deep and carefully filled with bricks cut to fit size of opening with beds and joints filled with mortar well tamped in after scaffolding is removed.

#### **4.10 Keeping Clean**

The Contractor shall allow in his rates for keeping the fair faced brick work free from mortar at all times and for cleaning the work at completion.

#### **4.11 Sliding Joints**

Where sliding joints are indicated on the drawings two layers of bitumen coated galvanised steel sheet shall be provided.

#### **4.12 Hollow Concrete Block Work:**

Generally all hollow concrete blocks must be obtained from machine made and as stated in BOQ and are referred to as "Standard" blocks as approved by the Project Engineer.

The hollow concrete blocks shall be of best quality (1:4:6) ratio, true to shape, with square edges all around arise and of uniform size and of proper strength.

Sample blocks are to be submitted to the Project Engineer for approval and the Project Engineer will reject any blocks delivered to the Site which in his opinion are not of the same quality, shape or colour as the approved sample.

## **5. WOOD WORKS**

### **5.1 General**

Timber for carpentry and joining shall be of salwood of best quality, free from saps, fissures, knots, sare and/or other defects. All beams and scantling shall be sawed along grain and under no condition beams, rafters, wall plates, blocks etc. shall be sawed across grain. All timber and assembled wood Work shall be protected from weather for which temporary shed shall be built. All timber shall be stored at least 75 cm above ground level or more, if deemed necessary, and individual members shall be separated by strips so that air may circulate around all four sides. All wood Work except door/window frames or ceiling shall be painted with two coats of creosote conforming to IS 218 1952.

#### **(A) Doors and Windows Frames**

All doors and windows frame shall be planed at three exposed sides, and neatly and truly finished to the exact dimension in all side as given in drawings. All joints shall be mortise and tenon (Single) with wedges. Glue of approved quality shall be applied at all joints before clamping. All frame shall be 6cm x 12.5cm finished and shall be rebated single/both sides or as in drawings.

All door and window frames shall be placed truly vertical and in position as shown in drawings. No gap shall be left between jamb and inner face of the frame. Holdfast of size as shown in drawings shall be fixed to frames and of size as shown in drawings shall be fixed to frames and concreted by 1:2:4 c.c. in the wall. Measurement of wood work under this heading shall be in volumes for the finished work fixed in position all complete.

#### **(B) Shutters/Panels/Leaves (Joinery)**

The shutters may be fully panelled, fully glazed, partly glazed and partly panelled, battened or venetian as specified. Styles and panels shall be neatly planed and truly finished to exact dimensions. Styles and rails shall be framed properly and accurately with mortise and tenon joints and fixed with bamboo pins as per drawing. Panels shall be of one piece without any joints and shall be housed with 12mm insertion into rails and styles.

Panels shall be of thickness as specified in the drawing. All rails above 10cm in width shall have double tenon. No tenon shall exceed 6mm the thickness of the member. In case of swing door, seeing door hung in lace shall not be rebated together. It shall be fitted with vision peerless.

## **5.3 Carpentry and Joinery**

### **Timber**

Generally the timber for carpentry and joinery shall be salwood of the best quality obtained from an approved saw mill.

The timber shall be reasonably straight grained.

All timber for the Works is to be purchased immediately after the contract is signed and is to be opened stacked for as long as possible before use or kiln drying.

All timber as it arrives on the Site shall be inspected by the Project Engineer, and any timber brought on to the Site and not approved must be removed forthwith.

All timber and assembled wood work shall be protected from the weather and stored in such a way as to prevent attack by termites, insects or decay fungi.

### **Insect Damage**

All timber shall be free from live borer beetle or other insect attack when brought upon the Site. The Contractor shall be responsible to the end of the maintenance period for executing at his own cost all Work necessary to eradicate insect attack of timber which becomes evident, including the replacement of timber attacked or suspected of being attacked, notwithstanding that the timber concerned may have already been inspected and passed as fit for use.

### **Seasoning of Timber**

All timber shall be seasoned to a moisture content of not more than 22% for carpentry and 15% for joinery. The Contractor's price must include for any kiln drying that may be necessary to achieve these figures.

### **Inspection and Testing**

The Project Engineer shall be given facilities for inspection of all works in progress whether in Workshop or on Site. All timber as it arrives on the Site and not approved by



them must be removed forthwith, failing which the Employer, with the advise of the Project Engineer, may arrange for the removal of the rejects and impose of them as they may consider advisable at the Contractor's expenses.

Notwithstanding approval having been given as above, any timber incorporated in the Works found to be in any way defective before the expiry of the maintenance period shall be removed and renewed at the Contractor's expense. The Contractor is to allow for testing or prototypes of special construction units and the Project Engineer shall be at liberty to select any samples they may require for the purpose of testing i.e. for moisture content, or identification of species, strength, etc.

Where timbers need to be extended into a wall, they shall be thoroughly "Brush Treated" with a wood preservative approved by the Project Engineer, and as much clear air space maintained around the timber where it adjoins the wall as possible.

## **Clearing Up**

The Contractor is to clear out and destroy or remove all cut and shavings and other wood waste from all parts of the building and the Site generally, as the work progress and at the conclusion of the work.

### **5.3.1 Carpentry**

All carpentry shall be executed with workmanship of the best quality. Scantlings and boarding shall be accurately sawn and shall be of uniform width and thickness throughout. All carpenter's work shall be left with sawn surface except where particularly specified to be wrought.

All carpenter's work shall be accurately set out in strict accordance with the drawings and shall be framed together and securely fixed in best possible manner with properly made joints. All necessary brads, nails and screws, etc. shall be provided as directed and approved.

Actual dimensions of scantlings for carpentry shall not vary from the specified dimensions by more than 3mm in deficiency or excess but must be uniform throughout. Boards 25mm thick or less shall hold up to the specified sizes. All timbers shall be as long as possible and practicable, in order to eliminate joints.

### 5.3.2. Joinery

Generally all joiners' work shall be accurately set out on boards to full size for the information and guidance of the artisans before commencing the respective works, with all joints, iron work and other works connected therewith fully delineated. Such setting out must be submitted to the Project Engineer and approved before such respective works are commenced.

All joiner's work shall be cut out and framed together as soon after the commencement of the building as is practicable, but is not to be wedged up or glued until the building is ready for fixing same. Any portions that warp, wind or develop shakes or other defects within twelve months after completion of the works shall be removed and new fixed in their place on Contractor's own expense.

All work shall be properly mortised, tenoned, housed, shouldered, dovetailed, notched, wedged, pinned, braided, etc., as directed and to the satisfaction of the Project Engineer and all properly glued up with the best quality approved glue.

Joints in joinery must be as specified or detailed, and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All nails, springs, etc. are to be punched and puttied. Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where sealed joints are required. Glue for load-bearing joints or where there is damp conditions must be of the resin type. For non-load-bearing joints or where dry conditions may be guaranteed casein or organic glues may be used. All exposed surfaces of joinery work shall be wrought and all arises "eased-off" by planing and sand papering to an approved finish suitable to the specified treatment.

### Dimensions

Joinery shall hold up to the specified sizes and as measured.

### Fixing Joinery

All beads, fillets and small members shall be fixed with round or oval brads on nails on nails well punched in and stopped. All large members shall be fixed with screws; the heads let in and palliated to match the grain.

Unless otherwise specified, plugs of external work shall be of hardwood, plugs for internal work may be of softwood. Holes for plugging must be made with a proper drilling tool and the holes completely filled with the plugging material.

Unless otherwise specified all skirting, window, grounds and backings for same, fillets etc. shall be plugged at intervals not exceeding 60cm.

### **Budding Joiner**

All door and window frames, sills, wooden bars etc., which are fixed to brickwork, concrete by means of grounds, lugs, etc., shall be bedded solid in mortar as previously described and pointed with a recessed joint 6mm deep to the approval of the Project Engineer.

Plywood's, Blackboards, Chipboards etc., shall be of a standard quality. They shall be bonded with synthetic resin or "interior" type unless otherwise stated. Where stated to be "exterior" type, they shall be weatherproof. All exposed edges of blackboard and clipboard shall be lipped with hardwood as described below.

Samples of all such materials and their source of manufacture must be approved by the Project Engineer before used in the works.

### **Plastic Sheeting**

Shall be approved laminated sheeting 1.5mm thick, securely fixed by means of Aerodux 185 adhesive, and in colours approved by the Project Engineer.

### **Flush Doors**

All flush doors shall be of approved solid core construction finished with 4mm approved plywood for painting (unless otherwise described) and lipped all round with hardwood 12mm thick.

Where described as "External Quality" flush doors are to be finished with weatherproof plywood as before described and sample doors must be approved by the Project Engineer before the doors are completed.

#### **5.3.3. Ironmongery**

All locks and Ironmongery shall be fixed with screws, etc., to match. Before the woodwork is painted, handles shall be removed, carefully stored and re-fixed after completion of painting and locks oiled and left in perfect working order.

Prices for fixing locks must include for organising master-keying systems if required and all keys shall be labelled with door references marked on approved labels before handling the Project Engineer on completion.

## Hardware

All panels except where specified in the drawing shall be fitted with frames having steel double breasted butt hinges. Window frames shall have three 7.5cm / 2.00 mm thick hinges on each panel whereas the size of hinges for door panels shall be as follows:

Width of panels (up to 75cm) - 10cm double breasted butt hinge, 2.00mm thick, 3 nos.

Width of panels exceeding 75cm - 12.5cm double breasts butt hinges, 2.25mm thick, 3 nos.

Following shall be the size of the screw:

For 7.5cm hinges - 25mm long No. 8

For 10cm hinges - 30mm long No. 9

For 12.5cm hinges - 45mm long No. 10

Above No. refers to Nettle folds or equivalent screws only.

Doors shall be fitted with double-action automatic hydraulic door closers wherever instructed.

## Tower Bolt

All tower bolts shall be of aluminium with bolt casted monolithic with the handle. Following shall be size of the tower bolt.

Windows Panels 15cm top and bottom

Door 15cm top

15cm bottom (wherever necessary)

All screws shall be of Nettle fold or equivalent suitable lengths and diameter.

## **Handles**

All doors shall be provided with handle on both sides and all windows with handles on the inner side only. Door handled shall be minimum 15cm clear inside and window handle 10cm clear.

All doors shall be fitted with mortise lock of heavy quality, preferably of aluminium.

## **Measurement**

All door and windows panel shall be measured in area flat. Overlap of shutters shall not be measured. The rate shall be for the complete work including hanging, fixing in position, cost of fittings and hardware.

## **Note**

A sample of hardware (tower bolts, handles, hinges, catch and allotropic and screws) will be displayed at the site at Project Engineer's office as the sample of desired quality and design. The Contractor shall submit samples of hardware in writing to Project Engineer for approval.

## **6. METAL WORK**

Generally all materials shall be the best of their respective kinds, free from defects, and to be obtained from approved manufactures. All work shall be carried out in a workman like manner and strictly as directed by the Project Engineer. The materials in all stages of transportation, handling and storage shall be kept clean, free from injury and breaking, bending and distortion prevented.

All smith's work shall be forged clean from the anvil, all screwed work shall have full internal and external threads.

Balustradings, etc., shall be well framed together and all connections properly fitted, shouldered, drilled, tapped and screwed together with set screws counter sunk flush with the surface where indicated.

Welded joints shall be neatly made, filed smooth and left clean and adequate means shall be employed for temporarily fastening the parts to be welded together until the joints are welded.

Nails, Spikes and Bolts shall be of approved manufacture and best quality mild steel or wrought iron of lengths and weights approved by the Project Engineer.

Nails shall comply with the relevant British or Indian standard Specification.

## **Windows and Frames**

Windows shall not be forced into openings which are out of square or too small. The windows shall be secured at head jamb and sill, and care shall be taken that windows shall be secured distorted when screwing up to lugs and fixing screws. Windows shall be grouted with cement mortar into the prepared openings and joints between building openings and window frames shall be caulked with mastic cement obtained from the window manufactures.

## **Building in**

Unless otherwise described, all items of metal work shall include for "building in" to concrete or walling etc. and for "making good" finishing thereto.

## **7. STRUCTURAL STEEL WORK**

Materials and workmanship shall conform to the requirements of B.S. 449 or equivalent. All mild steel sections shall conform to the requirements of B.S. 15 or equivalent.

## **Shop Drawings**

The Contractor is to prepare all the necessary shop drawings together with a marking plan indicating the location of the various individual members.

Copies of the shop drawings are to be submitted to the Project Engineer for their approval and no Work is to be carried out until the Contractor receives this approval.

## **Welding**

All welding is to be strictly in accordance with section C of B.S. 449 or equivalent. The Project Engineer are to be informed when the welded Work is ready for inspection and any such work must be left up-primed until the Project Engineer give their approval in writing.

## **Painting**

All steel Work shall be wire brushed and free from loose scale and rust and painted with one coat of red oxide paint before being dispatched to the site. Surfaces brought into contact are to be first painted with red oxide paint and bolted together whilst wet. After

erection the painting shall be inspected and all damaged areas, bolt heads etc., are to be painted as necessary.

## **Erection**

The Contractor shall furnish at his own expense all necessary tools, staging, temporary members, guy anchors and all materials of every description which he may require for the safe erection of the steel work and remove the same when the work is completed. The Contractor shall be solely responsible for any damage done to the structure during erection and any members which have been bent or otherwise distorted either before or during erection shall be straightened or replaced in an approved manner at his own expense.

## **Holes and Fixings**

The Contractor shall ensure that all necessary holes or fixings, such as for electrical fittings, are correctly positioned in accordance with the Project Engineer's instructions.

## **Dimensions**

The Contractor shall be solely responsible for the accuracy of the fitting together of the steel work and shall make all necessary site measurements.

## **Inspection**

The Project Engineer shall be at liberty at all reasonable times to enter the Site of the Works, or any other premises in which the work is being prepared for the purpose of inspection. Any work found defective or which is not in accordance with the drawings or this Specification shall be rejected and such defective work shall be at once made good at the Contractor's expenses.

## **8. GLAZING**

### **Glass**

All glass shall be of standard quality free from flaws, bubbles, speaks and other imperfections.

Glass panes shall be cut to sizes to fit the openings with not more than 1.5mm play all round and where puttied shall be spragged to wood or clipped to metal frames.

Clear sheet glass ----- O.Q. quality.

Cast and/or obscured glass -of pattern and equal to sample approved by the Project Engineer.

Plate glass ----- S.G. quality or "Float" Glass.

Putty for glazing in steel frames shall be composed of pure linseed oil and powdered whiting free from grittiness.

Rebates of metal frames receiving glass shall be prepared and treated with primer for putty prior to glazing and putty shall be primed ten days after glazing (See Painting).

Glass louvers shall have ground edges and be fixed in accordance with the instruction of the louver frame manufacturer.

Mirrors shall be 6mm S.S.G. silvered plate glass with polished edges, and shall be drilled for and fixed with four chromium plated screws with detachable dome heads.

On completion remove all broken, scratched or cracked panes and replace with new to the satisfaction of the Project Engineer. Clean inside and out with approved cleaner. On no account shall windows be cleaned by scrapping with glass.

All glass panes shall have edge-clearance, when fitted, of 1.5mm all round.

## 9. PLASTER WORK AND FINISHING

Plastering shall be made up of mortar consisting of cement, sand in the proportion of one part cement and 6/4/3 part sand by volume, or as specified in the drawing. Cement shall be fresh and free from impurities; river bed sand shall be used. Sand for plastering shall be finer than the sand used for concreting or stone work. Following shall be proportion of different size of grains.

Grain		Percent
0 to 0.5 mm	=	30%
0.5 to 2 mm	=	50%
2 to 3 mm	=	20%



Water shall be clean and free from pollution by soil particles, humus, mud, dirt, natural or vegetable oil, soap and other impurities.

The mortar shall be first dry mixed, by measuring with boxes to required proportion, and then water added slowly and gradually and mixed thoroughly to uniform consistency.

The thickness of the plaster shall not be less than 10 mm not more than 16mm. In case of plaster thicker than 16mm, it shall be built by two or more coats each coat not exceeding 16mm in thickness.

Cement shall be as specified above.

Sand shall be as before specified but shall be graded to a suitable fineness in accordance with the nature of the plaster, etc., in order to obtain the finish required.

### **Hacking**

Prices of all paving and plastering etc., shall include for hacking concrete ceilings, beams, floors etc., by approved means and for raking out joints of walls 12mm deep to form a proper key. Plastering on walls generally shall be taken to include flush faces of lintels etc., in same.

Surfaces to be paved or plastered must be brushed clean and well wetted before each coat is applied. All cement plaster shall be kept continually damp in the interval between application of coats and for seven days after application of the final coat.

Dubbing out where required shall be composed of similar material to that following.

Partially or wholly set material will not be allowed to be used or re-mixed.

### **Samples**

The Contractor shall prepare sample square meter of the plastering and paving as directed until the quality, texture and finish required is obtained and approved by the Project Engineer after which all plastering or paving executed shall conform with the respective approved sample.

### **Finish**

Generally all screeds and paving shall be finished smooth, even and truly level (unless specifically required to falls and currents, etc.), and paving shall be steel troweled or floated.

Rendering and plastering shall be finished plumb, square, smooth and even.

All surfaces to be plastered shall be thoroughly wetted before any plastering is commenced and the Contractor shall allow in his prices for dusting external angles with neat cement to give additional strength.

No plastering will be allowed to take place until all chases for service have been cut, services installed and chases made good. On no account may finished plaster surface be chased and made good.

All Work shall be to approval and any not complying with the above shall be hacked away and replaced, as directed, and at the Contractor's expense.

### **Permastone Double shade (Texture Wall Finish):**

#### **PREPARATION:**

New, smooth, regular and non-absorbent plasters do not need any special preparation. Old flaking, plaster of paris, gypsum surfaces or very absorbent plasters should be first brushed down and then treated with a coat of sealer, applied with brush, diluted with water @ 1:3 i.e. one part sealer and three parts water.

Broken edges, undulations, loose flaking surfaces can be rectified by using a paste made of Rectochem Surface improver mixed with ordinary Portland cement at equal ratio.

#### **APPLICATION DATA**

Surface preparation	:	Surface must be dry and free from dirt, dust, oil, grease and foreign matter. Surface unevenness, cracks, etc. shall be made good with our cementitious filler.
Method of Application	:	Permastone texture wall finish is to be applied onto the surface with special Spray plaster Gun and subsequently worked over with a plastic trowel or flat roller. The material is rainproof after 8 hours of application and hardens completely within 24 hours, at a temperature of 20° C. Two coats are necessary to complete the job. The material should be applied when the temperature is above 5° C. The equipments used should be washed with water immediately after use.

## **Arises and Angles in Plastering**

All arises shall be clean and sharp or slightly rounded as directed including neatly forming meters.

All making good shall be cut out to a rectangular shape, the edges undercut to form dovetail key and finished flush with face of surrounding plaster. All cracks, blisters and other defects must be cut out made good and the whole of the paving and plastering Work left perfect on completion.

Screeds shall be in cement and sand (1:4) and rates shall include for thoroughly hacking, cleaning and soaking the receiving structure in water. No creed shall be laid on a dry structure in any circumstances.

Where changes of floor finish occur they shall be divided by strips as specified.

The Contractor's special attention is drawn to the fact that all screeds, immediately after the initial set has taken place, will be required to be continuously covered in water by the sand trap or other approved method for at least 10 days. Any screed panel that is found to be dry before the end of this period shall be removed at the discretion of the Project Engineer.

Waterproofed external rendering shall consist of minimum 12mm cement and sand (1:4) rendering at the rate of 2.05 liter to 41 kgs of cement all in accordance with the manufacturer's instructions and finished perfectly true and even with a wood float.

## **Tiles on Walls and Floors**

### **Glazed Wall Tiling**

The Contractor shall submit samples of tiles for selection and approval by the Project Engineer and all tiles delivered to the site shall conform to the approved samples with regard to size, quality, texture and colour.

Rates for linear items shall include for all special fittings and cutting at angles and intersections.

## **Protection**

All finishing on completion are to be adequately protected against damage by following trades or any other cause to the satisfaction of the Project Engineer until the works are handed over to the employer.

## **10. FLOORING**

### **10.1. Earthwork in Filling**

Earth filling in floor shall be done with proper ramming in 23cm layers, after sprinkling with water and consolidating to 15cm. Earth shall be free from rubbish, organic or vegetable growth including roots, weeds etc. All clods shall be first broken.

Particular care shall be exercised not to dump earth clods in space between foundation trench and inside face of the masonry.

Measurement shall be in cu.m. of consolidated actual Work.

### **10.2. Brick bat Filling**

Brickbat boulders shall be hard, tough, sound and durable. No brickbat shall be more than 5cm. Boulders shall be laid in their natural bed. Smaller size boulders/pebbles shall be used to fill up gaps between boulders in order to form uniform well-knitted floor structure.

Measurement shall be in cubic meter of actual length, breadth and depth.

### **10.3. Concreting**

Plain cement concrete in floors with cement, sand and stone aggregate including mixing, laying, finishing to the approved level, lines and dimensions, curing including centring, shuttering all complete shall be measured in sq.m. with thickness specified.

The concrete shall be either 1:2:4 mix or 1:3:6 mix or as specified in the drawing.

Cement used shall confine to IS and shall be free from lump or such defects.

Aggregate of 20mm nominal gauge shall be properly gauged. Sieving may be insisted upon in which case the Contractor shall provide/supply necessary sieves and labour at his own cost.

Sand shall be clean inner bed. Grain distribution shall be same as described under 'Plastering'.

All mix shall be by volume except cement which shall be proportioned by weight and as specified. Mixing shall be done on a water tight platform. Material shall be dry mixed after accurately gauging different materials in wooden boxes. The dry mixture shall be turned over thrice (at least) till the colour is uniform and then twice while wet. Water shall be added gradually and no more than necessary to sufficiently wet the materials. Only that much concrete shall be mixed which can be used within half an hour. Each stock of dry mix shall not be larger than consuming one bag of cement.

Before laying the concrete, the surface shall be covered with one layer of building paper running along the room length. Site lap of such paper shall be 15cm or more. Building paper shall be smoothly curved up to upper level of DPC along the floor edge.

Concrete shall be laid in horizontal layers and gently rammed.

After laying, the concrete shall be allowed to harden, Harden concrete shall be kept wet for 15 days.

In case of machine mixing I.S. code shall be strictly followed and the mixing done under the supervision of the Project Engineer.

## **11. WALL PUTTY AND PAINTING**

### **11.1. WALL PUTTY:**

Fresh wall putty of approved brand packed in sack shall be mixed with clean water to make thin cream. It shall be screened through a coarse cloth and mixed with water as per standard code of practice before applying..

The surface where wall putty is to be applied must be dry and thoroughly cleared from dust and dirt. The wall putty shall be applied with ,aluminiumblade,iron blade or MS

blade, vertically and horizontally alternately, and the wall putty shall be kept stirring in the container while using as per standard code of practice..

No paint should splash on floor or door/window frames and panels.

### **11.2. Painting General**

Delivery and Application of Paint:

All materials shall be delivered on Site intact in the original drums or tins and shall be mixed and applied strictly in accordance with the manufacturer's instructions and to the approval of the Project Engineer. All paints, emulsion paints etc. shall be applied by means of a brush.

### **11.3 Additional to Paint**

The only addition which will be allowed to be made locally will be liquid thinners supplied or recommended by the manufacturers and none shall be thinned more than approved by the Project Engineer.

### **11.4 Colours and Priming**

The priming undercoats and finishing coats shall each be of differing tints and the priming and undercoats shall be of the correct types and tints to suit the respective finishing coats in accordance with the manufacturer's instructions. All finishing coats shall be of colours and tints selected by the Project Engineer. The paint work shall have an enamel finish and all paint for external work shall be exterior quality only.

### **11.5 Rubbing Down**

Each coat of paint shall be properly dried and shall be well rubbed down with fine glass paper before the next coat is applied. The paint work shall be finished smooth and free from brush marks.

Samples cards of all paints, etc., shall be submitted to and samples prepared for approval of the Project Engineer before laying on and such samples, when approved, shall become the standard for work.

### **11.6 Programme**

The Contractor shall so arrange his programme of work that all other trades are completely away from the area to be painted when the painting begins.

### **11.7 Ironmongery, Protection and Cleaning Up**

All ironmongery shall be removed from joinery before painting is commenced and shall be cleaned and renovated if necessary and re-fixed after completion of painting.

Cover up all floors, etc., with non-resinous saw dust or other approved covering when executing and all painting decorating work.

Paint splashes, spots and stains shall be removed from floors, woodwork, etc., and damaged surface touched up and the whole of the work left clean upon completion.

### **11.8 Price to Include**

Prices of paints, etc., shall include for preparation of surfaces, rubbing down between each coat, stopping, knotting, etc., and all other Work in connection as described and as necessary to obtain a first class and proper finish. Should the description stated in the items of the bills be insufficient in the Contractor's opinion to obtain such a finish, the Contractor must allow in his prices for such extra coats, materials or Work necessary to obtain such a finish to the Project Engineer's approval. Price must include for the provision of all necessary scaffolding, plant and tools, and also for applying different colours and cutting into where and as necessary.

### **11.9 Materials**

All paint materials are to be obtained from an approved manufacturer. All sealers, primers and undercoating are to be obtained from the makers of the finishing materials and are to be in accordance with their recommendation for the particular finish required.

### **11.10 Knot Sealer**

For use on knots and resinous portions of wood Work.

Stopping and filling composed of 9 parts putty to one part of stiff white lead.

### **11.11 Lacquer**

Approved polyurethane eggshell clear lacquer applied in accordance with the manufacturer's instructions.

Polish shall be an approved brand of wax polish.

Oil shall be best quality linseed oil.

Filler for polished or oiled surfaces to be Beeswax filler.

### **11.12 Preparation and Priming of Surfaces**

Concrete and cement rendered surfaces shall be smooth and free from defects and shall be allowed to dry out thoroughly. Surfaces shall be thoroughly brushed down and left free from all efflorescence, dirt and dust.

All such surfaces which are to be finished with oil or enamel paint shall be primed with two coats of alkali-resisting primer.

Plaster surfaces shall be perfectly smooth and free from defect. All such surfaces shall be allowed to dry for a minimum period of four weeks. Surfaces shall be stopped with approved plaster compound, rubbed down flush, thoroughly brushed down and left free from all efflorescence, dirt and dust.

All such surfaces which are to be finished with oil or enamel paint shall be primed with two coats of alkali-resisting primer.

Metal work generally shall be thoroughly wire brushed to remove all scale, rust, etc., where such rust exists, the special anti-rust primer must be used.

Shop-primed surfaces shall have all bare places touched up with an approved metal primer.

Galvanise surfaces shall be thoroughly weathered, brushed down with white spirit, washed down and given one coat of zinc chromate primer.

Bituminous coated surfaces shall be given an isolating coat of shellac knotting followed by an approved metal primer. Woodwork generally shall be rubbed down, given one coat shellac knotting, one coat aluminium self knotting primer, and all cracks, nail holes, defects, and uneven surfaces, etc., stopped and faced up with hard stopping rubbed down



flush. Before oiling wood Work all stains must be removed and uniform colour obtained and filled.

### 11.13 Wood Preservative

All wood Work, as specified or instructed shall, be treated after cutting and preparation but before assembly or fixing with three coats of solution consisting of one part of Atlas "A" wood preservative brown grade to three parts of water. The solution is to be brushed in all faces of all timbers unless exposed to view and painted.

The Contractor shall note that this solution is **HIGHLY POISONOUS** and shall take all necessary precautions and instruct his Workmen accordingly.

Painting Items as billed hereafter shall comprise the following, and shall all include for preparing and priming surfaces as above described:-

Cement Paint	- Apply two coats.
Plastic Emulsion	- Apply a minimum of three coats, using a thinning medium or water only if and as recommended by the manufacturer. An approved plaster primer tinted to match may be substituted for the first coat.
Paint	- Apply two undercoats and one finishing coat of enamel gloss oil paint.
Flat oil paint	- Apply two coats of flat oil paint, using thinning medium in accordance with the manufacturer's instructions.
Oil	- Apply two coats of linseed oil.
Wax Polish	- Apply a minimum of two coats to approval.
Lacquer	- Apply three coats of Polyurethane lacquer as described, to approval.
Prime	- Prepare and prime only before fixing.

### 11.14. Cement Paint

Cement paint shall be of ready mixed type in sealed container of approved makes. It shall be procured either in 50kg container or 25kg container. All such container shall have unbroken seal with manufacturer's name and trade marks as well as a description of contents all clearly marked. Such paint shall be mixed and applied strictly in accordance with the manufacturer's instructions and with the approval of Project Engineer. All materials shall be stored in dry place.

Only fresh cement paint shall be used, hard or set paint shall not be used. The container shall be made loose by rolling and shaking the container before opening.

First a paste shall be prepared by mixing 2 parts of cement paint power with one part of water by volume and immediately this shall be thinned by adding another part of water to have uniform solution of consistency of paints.

Before application of paint all dust and foreign materials shall be removed from the surface by use of wire brush. The surface shall be allowed to run off. The fresh mixed point shall be applied with broad good quality brush. The paint shall be frequently stirred during application and no mixture (paint) shall be used after an hour of mixing. The first coat shall be kept wetted for at least 24 hours before the second coat is applied. The surface shall be thoroughly wetted before the second cost is applied.

The final painted surface shall exhibit uniform and good finished appearance.

Measurement shall being square meter of actual covered area. No extra shall be allowed for scaffolding, curing and painting corners, plaster strips etc.

### **11.15. Enamel Paint**

Primers and paints shall be of first class approved quality and of approved manufacturer as specified. These materials shall be ready mixed and in sealed tins with manufacturer's name, colour and instruction clearly painted in the container.

### **Preparation**

All surfaces to be painted shall be planed and thoroughly sand papered, first by using No. 120 sandpaper. Nail holes, cracks or other in-equalities shall be filled up by ordinary putting. Putting shall be made up of 2 parts of best quality whiting (absolutely dead stone lime) 1 part of white lead, mixed together in linseed oil and

kneaded (3 oz. of linseed oil to 0.5 kg of whiting). A primer coat shall be locally applied in holes, cracks etc. before putting is applied.

After the surface is dry, it shall be sand paper by using No.60 sandpaper.

Surface so prepared shall be painted with one coat of primer. The primed surface when dry shall be sand papered by using No. 0 sand paper.

The primed surface so prepared shall be painted with one coat of selected enamel using bristle brush and not horse hair ones. The paint shall be applied in thinnest possible layers with parallel strokes.

Care shall be taken to ensure the surface being free from dust or other foreign material before priming or enamelling the surface. No paint shall splash on the floor, wall jambs, sill or other part of the building.

## **12. ROOFING**

### **12.1 Tiles:**

Roofing tiles are to be clay, single lap inter-locking at head and side and with ridge tiles etc. to match. They are to be uniform in size, shape and colour and free from twist and other defects, in every respect equal to samples to be deposited with and approved by the Project Engineer.

Replace cracked or damaged tiles and clean down and leave roofs watertight on completion.

### **12.2 Polythene Sheeting**

Underlay sheeting shall be 'Visqueen' polythene building sheet 0.25mm thick and laid over rafters under tiling battens with minimum 30cm or as directed by the Project Engineer.

### **12.4 Reinforced Cement Concrete Roofing**

All as described under the heading "Concrete".

### **12.5 Galvanised Corrugated Iron Sheet (CGI Sheet) Roofing**

The corrugated iron sheet shall be of the gauge 24 B.G. The sheet shall be free from rust and the zinc covering at the time of fixing shall be in perfect condition.

Each sheet shall be laid on wooden purloin with an end overlap of 15cm minimum of as per drawing and side overlap of two corrugations. The sheet shall be joined together with galvanised hook bolts of L type of 8mm diameter, with bitumen and limpet washers. L hook shall be fixed at 30cm interval along bearer and 60cm along edge. Each bolt shall have "limpet" dome washer in addition to bitumen washer.

Wind ties of 4cm x 6mm flat iron weighing about 0.6kg/linear meter shall be fixed at the eaves ends of the sheets fixing the same with purloin by L hook bolts at 1.2m centre to centre distance.

Ridge and hips shall be covered by special ridges and shall be bolted with 30cm lap on either side so as to prevent the rain driving under it.

Holes in sheets shall be made on the ground; the sheets shall be placed on trestles and holes punched in the ridge of corrugations from below upward. Unnecessary holes made on the roof shall be rejected in total.

Measurement shall be taken for the complete wide roof in square area flat superficial area, not girted. Wind ties shall be measured under seaport items. Ridges shall be measured in running meter.

### **13. Others**

All above and other specifications relating to this project Works shall be in accordance to prevailing respective Standard Code of Practices.

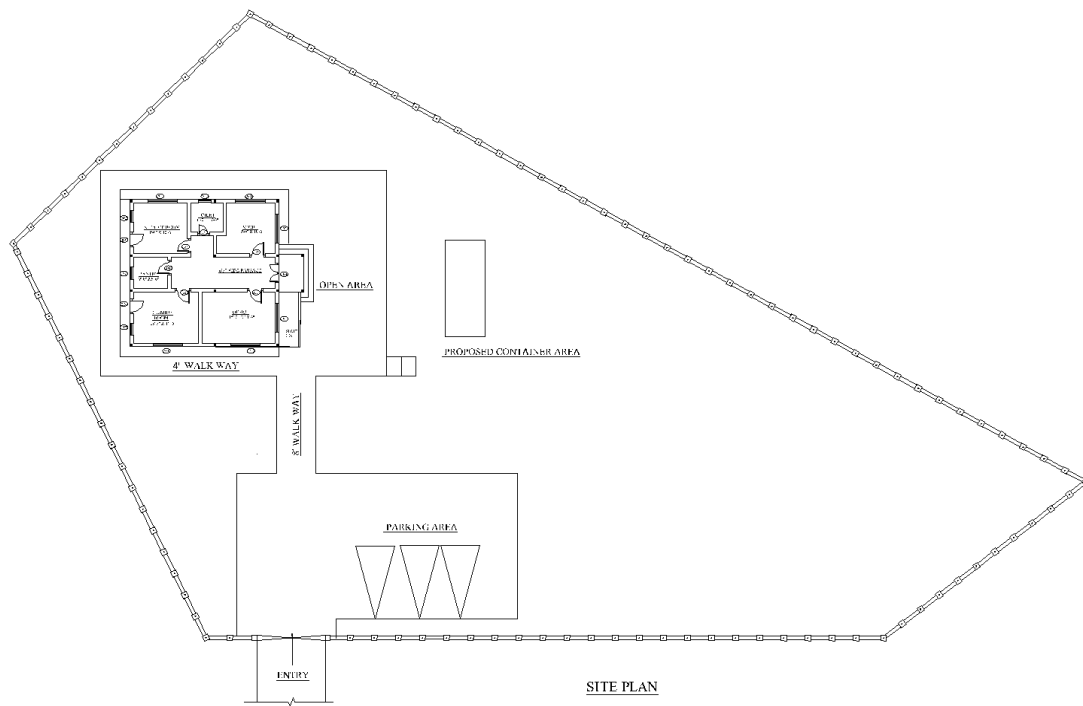
## **Equivalency of Standards and Codes**

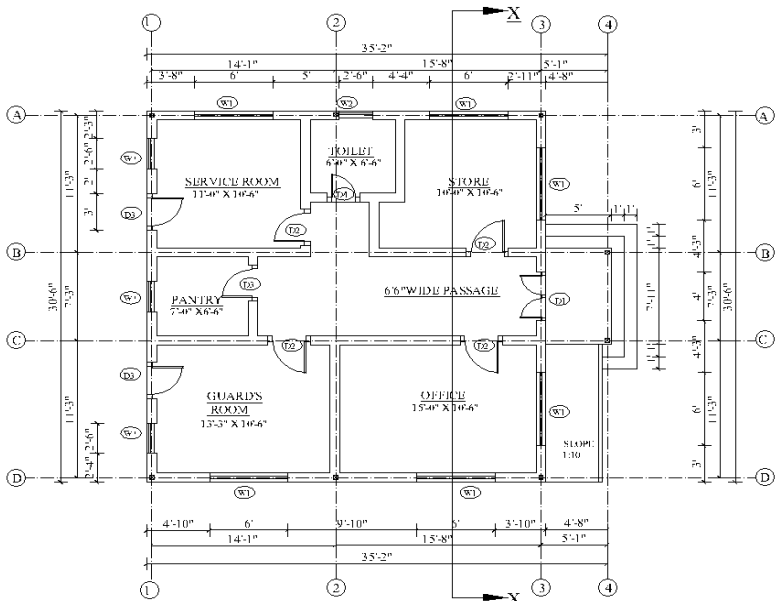
Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 30 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Procurement Documents. They should not be included in the final documents.



# Drawings

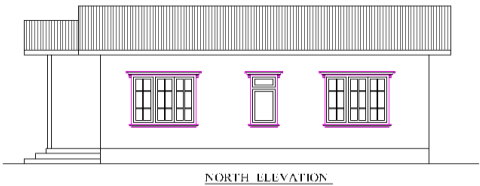
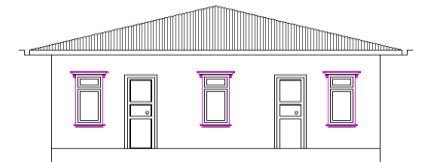


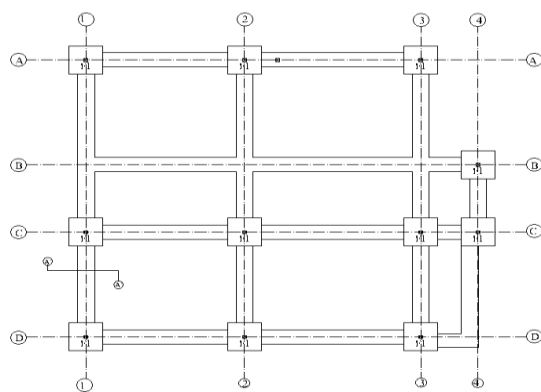
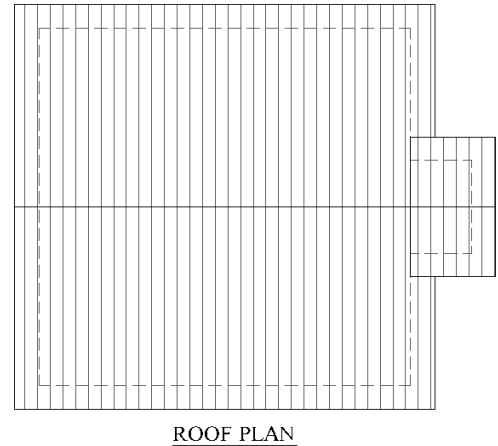
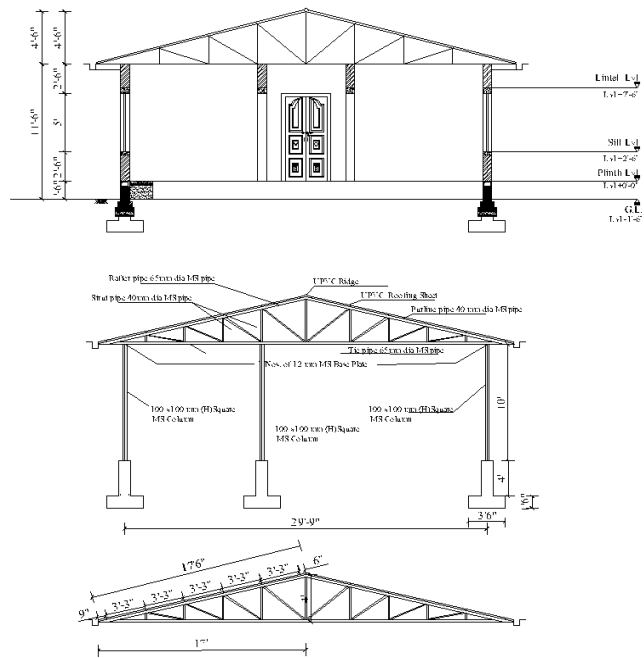


GROUND FLOOR  
AREA:970 SQ FT

OPENING SCHEDULE

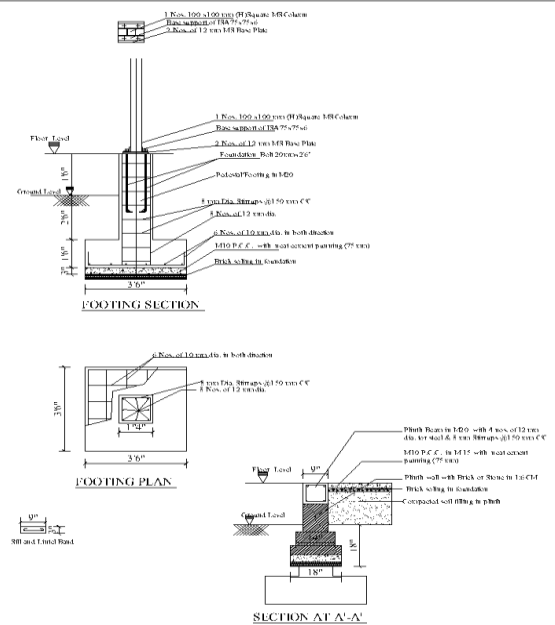
DOOR	SIZE	Nos
D1	4'x7'	1
D2	3'3"x7'	4
D3	3'x7'	3
D4	2'6"x7'	1
WINDOWS		
W1	6'x4'	6
W2	2'6"x4'	4





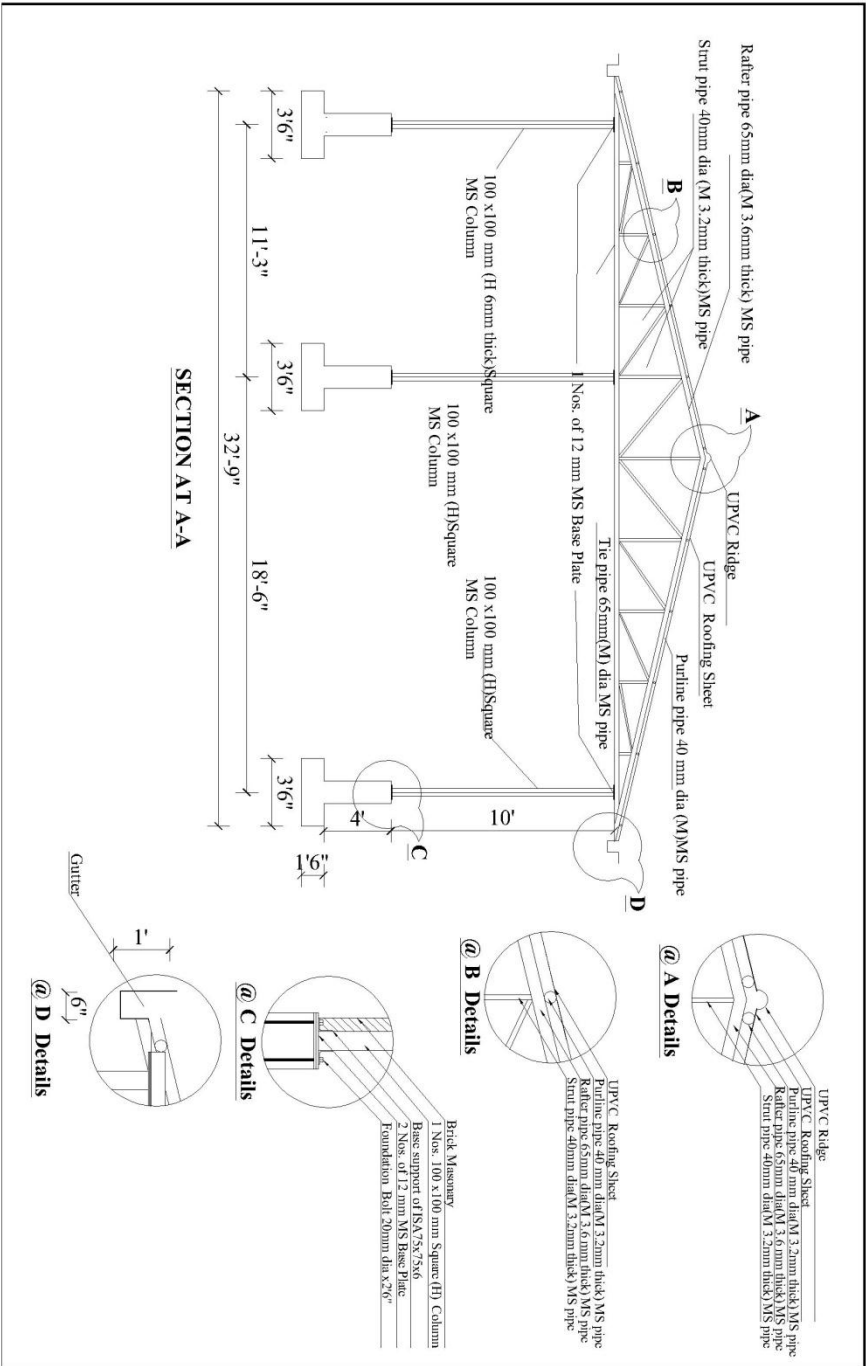
TRENCH PLAN

Footings Details		
Footings	Size	Depth
F1	3'6" R x 3'6" R	6 Nos. Of 10 mm top steel both side

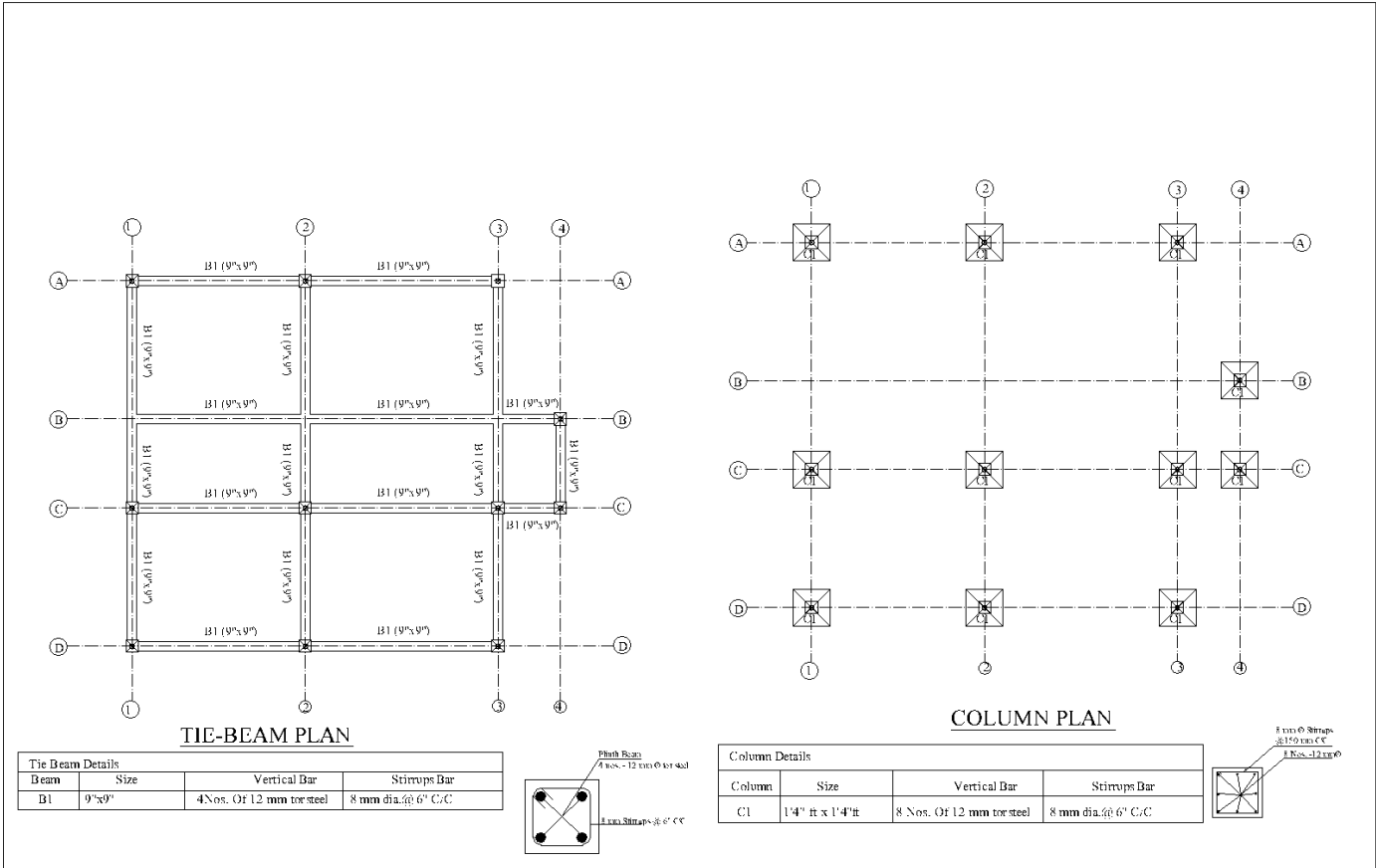


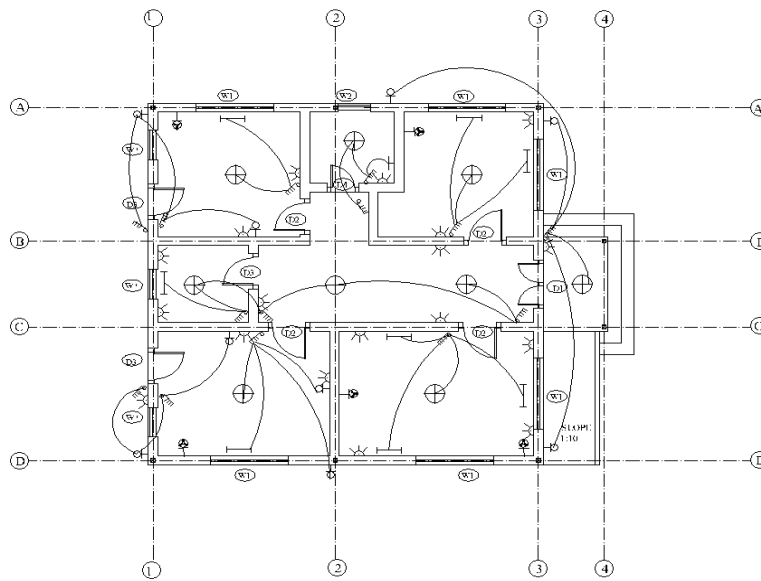
SECTION AT 'A'-A'







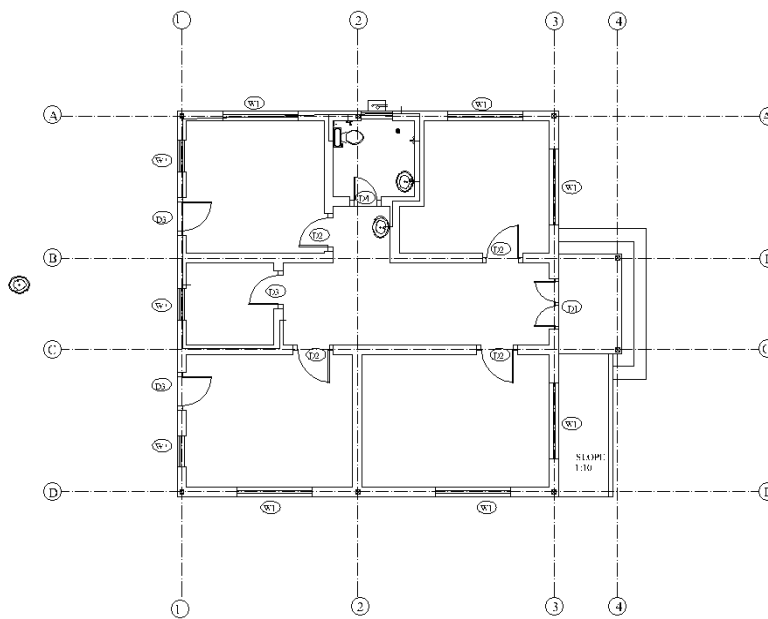




**POWER LAYOUT PLAN**  
**GROUND FLOOR**

**LEGEND**

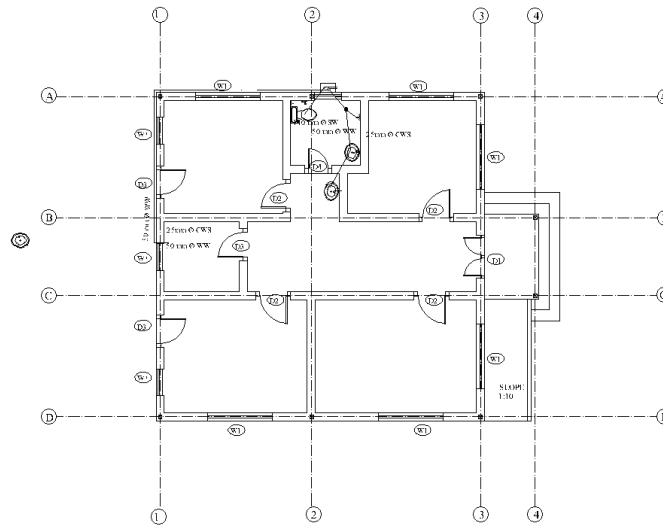
S.N	DESCRIPTION	SYMBOL
1	Ceiling light	⊕
2	Electrical outlet	⊙
3	Wall light	⊕
4	Switch	⊕
5	Wall fan	⊕
6	Tube Light	⊕
7	Mirror Light	⊕



**SANITARY DRAWING**  
**WATER SUPPLY PIPE LINE LAYOUT**

**LEGEND**

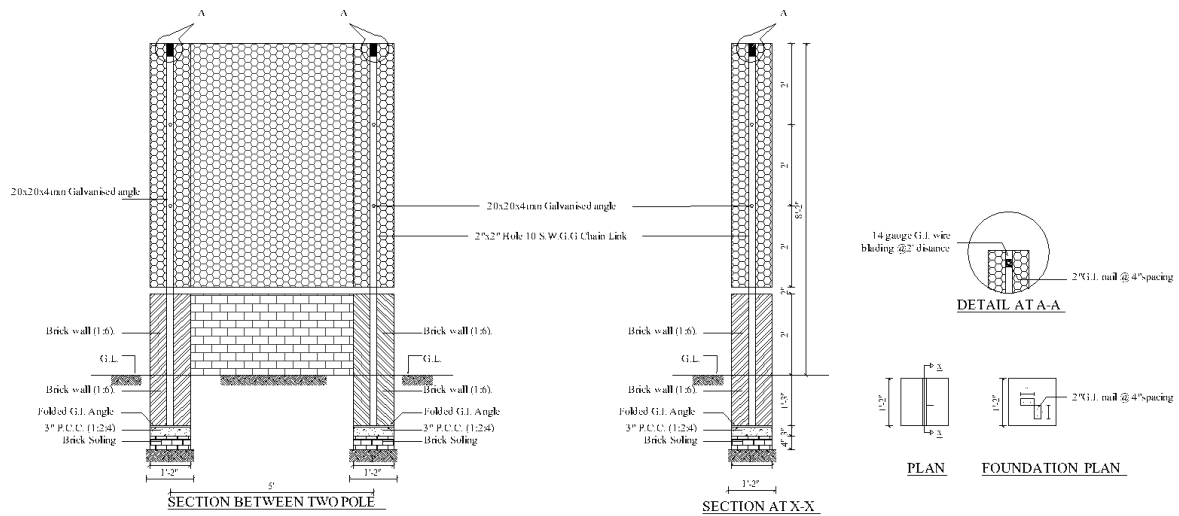
S.N	DESCRIPTION	SYMBOL
1	Cold water supply	—
2	Soil pipe line 110 mm Ø 38°	---
3	Waste water pipe line 75 mm Ø 38°	---



**SANITARY DRAWING**  
**WASTE WATER PIPE LINE**

**LEGEND**

S.N	DESCRIPTION	SYMBOL
1	Cold water supply	—
2	Soil pipe line 110 mm Ø	- - -
3	Waste water pipe line 75 mm Ø	—





## **Supplementary Information**

The construction site is located at Kirtipur municipality, Kathmandu. The construction site is located at premises inside Thribhuvan University and all the rules and regulations applicable thereof have to be observed. The construction site is located at east of Central Department of Hydrology and Meteorology.

## SECTION - VI

# Bill of Quantities

### Preamble of Bill of Quantities

#### A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references where given in the item description of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant-specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.



9. The method of measurement of completed work for payment shall be in accordance with the Specifications.
10. The abbreviations and symbols used in this Bill of Quantities are:

*[Insert as applicable]*

## **B. Day work Schedule**

### **a) General**

1. Work shall not be executed on a day work basis except by written order of the Project Manager. Bidders shall enter basic rates for day work items in the Schedules. These rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall, be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

### **b) Day work Labor**

1. In calculating payments due to the Contractor for the execution of day works, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of day work to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Project Manager and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
2. The Contractor shall be entitled to payment in respect of the total time that labor is employed on day work, calculated at the basis rates entered by it in the " SCHEDULE OF DAY WORK RATES: 1. LABOR". The rates for labor shall be deemed to cover all costs to the Contractor including (but not limited to) i) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, ii) any sums paid to or on behalf of such labor for social benefits in accordance with Nepal law, iii) Contractor's profit, overheads, superintendence, liabilities and insurance and iv) charges incidental to the foregoing.

### **c) Day work Equipment**

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT ". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.
2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

### **d) Day work Materials**

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
  - (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.

- (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

## **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

## Bill of Quantities



**Government of Nepal**  
**Ministry of Population & Environment**

### DEPARTMENT OF HYDROLOGY & METEOROLOGY

#### Bill Of Quantity : Civil Works

PROJECT: UPPER AIR RADIO-SONDE OFFICE BUILDING CONSTRUCTION AT KRITIPUR

Location/VDC : Kritipur ,Kathmandu

S.N.	Description of Work	Unit	Quantity	Rate in NPR		Amount (NPR)	Remarks
<b>1</b>	<b>General Item</b>						
1.1	Provision of First aid box, gloves, safety helmets, goggles, boots, masks, ear plugs, safety belts for all the workers and supervision team on site, provision for occupational health and safety specified in IEE document, table no. 19	LS	1				
1.2	Provision of temporary signage/instruction plates at site, traffic signs etc. as per specification	LS	1				
1.3	Insurance premium for the loss of or damage to works, plant, material, equipment, property and personnel injury or death.	LS	1				
1.4	Provide photographs of the works	LS	1				
1.5	<b>Provisional sum</b>	PS	1			300,000.00	

	<b>SUB-TOTAL(1)</b>						
<b>2</b>	<b>Civil Construction Work</b>						
<b>2.1</b>	<b>Earth work</b>						
2.1.1	Site clearance Before & After the Construction work as per instruction & specification complete work.	sqm	409.302				
2.1.2	Earth work in Excavation in foundation (Soft soil) for lift up to 1.5 M. including timbering, pumping out water from the foundation trench, stacking the soil 0.90 M. minimum from the edge of foundation, filling the excavated clean & grubby of soil in foundation trench & disposing the excess soil up to a lead of 30.00 M. as per instruction & specification complete work.	cum	102.286				
2.1.3	Earth Backfilling in foundation trenches in 15 c.m. layers with water sprinkling & compaction as per specification and instruction all complete	cum	22.676				
<b>2.2</b>	<b>Brick Works</b>						
2.2.1	Brick soling work finishing to approved level, line and dimensions as per instruction & specification complete work.	sqm	361.115				
<b>2.3</b>	<b>P.C.C. Work</b>						

2.3.1	Plain Cement Concrete (1.3.6.) M10 in foundation with cement, sand and aggregate including mixing, laying, finishing to approved level, line and dimensions and curing as per instruction & specification complete work	cum	8.622				
2.3.2	P.C.C. M15 (1:2:4) for R.C.C. work in sill, lintels etc. with cement sand and stone ballast including mixing with concrete mixture, compacting the concrete with vibrator machine, lying, finishing to approved level lines and dimensions and curing as per instruction & specification complete work	cum	20.128				
2.3.3	P.C.C. M20 (1:1.5:3) for R.C.C. work in foundation, columns, beams, slabs etc. with cement sand and stone ballast including mixing with concrete mixture, compacting the concrete with vibrator machine, lying, finishing to approved level lines and dimensions and curing as per instruction & specification complete work	cum	30.750				
2.4	TMT. Reinforcement bar tested including straightening, cleaning, cutting, bending and fixing in position with 20 B.G. annealed binding wire as per drawing and as per instruction & specification complete work	kg	934.905				

2.5	Formwork shuttering, centering with 19mm thick plywood for all Type of concrete works necessary propping, scaffolding, staging, supporting inclusive wedging and cutting holes for utilization work till the support is fully unyielding net as per instruction & specification complete work	sqm	105.148				
2.6	Brickwork in cement sand mortar in 1:4 super-structure with 1st class bricks in perfect line and level including wetting the bricks, packing the joints and curing the work in all types and thickness of walls, column etc. as per instruction & specification complete work.	cum	103.590				
2.7	12.5mm thick cements and plaster (1:4) on walls of good finish including racking the joints, wetting the surface & curing the work as per specification & direction all complete.	sqm	299.674				
2.8	<b>Painting Work</b>						
2.8.1	2coat weather guard exterior 100% acrylic paint work Outer Part of building of filter and primer to give uniform color in gafter rendering the surface clean & moist as per specification and instruction complete work	sqm	90.651				

2.8.2	2coat Plastic Emulsion paint work inner part of building off ilterand primer to give uniform coloring after rending the surface clean &moist as per specifcation and instruction complete work	sqm	217.721				
<b>2.9</b>	<b>Flooring</b>						
2.9.1	75mm thick Plain Cement Concrete(1:2:4) M15 in Floor with cement, sand and aggregate including mixing, laying, finishing to approved level, line and dimensions and curing as per instruction & specification complete work	sqm	74.419				
2.9.2	3mmcementSandPunning,curing the work as per instruction & specifcation complete work	sqm	95.581				
<b>2.1</b>	75mm thick Plain Cement Concrete (1:2:4)M15 in Floor with cement ,sand and aggregate including mixing, laying, finishing to approved level, line and dimensions and curing as per instruction & specification complete work(Broom Finish Concrete)	sqm	4.349				
<b>2.11</b>	<b>Truss with Roof works</b>						



2.11.1	Medium class M.S pipe work with Primer for roof truss supplying, Weilding,(Vertical Post is Heavy) fabricating & erecting of truss in position as per specification& direction and approved soft drawing by the engineer all complete.	kg	1563.42				
2.11.2	Roofing						
	Supplying & fixing with all necessary accessories UPVC sheet with PMMA Coating and mesh (Regular) Roofing work .3mmThick Sunrise or Equivalent as per specification & direction all complete.	sqm	110.721				
	Supplying & fixing with all necessary accessories Ridge cover UPVC PMMA(3MMTHICK) Regular .3mmThick Sunrise or Equivalent as per specification & direction all complete.	Rm	10.671				
	Supplying & fixing with all necessary accessories Gutter of 450mm color plane sheet(0.50mm) with 150mm breath in 40x3 mm iron bracket ,note-bolt, washer etc all complete work.	Rm	21.341				
2.12	Supplying & fixing with all necessary accessories with in G.I frame ,Metalized polyether laminated board for False Ceiling work all complete	sqm	12.849				

<b>2.13</b>	<b>Door and Window</b>						
2.13.1	Supplying and fitting Aluminum casement door section of (101 x45 x1.5)mm sash 40x45x1.5mm & 5mm glass.	sqm	18.326				
2.13.2	Supplying and fitting Aluminum sliding window with Ventilator from section (101 x45x1.50) mm and 5mm glass.	sqm	17.116				
<b>2.14</b>	Supplying, Fabrication & Fixing with paint of Collapsible gate (20mmx5mm) as per instruction & approved soft drawing by the engineer all complete work.	sqm	2.605				
<b>2.15</b>	Supplying ,Fabrication & fixing of 50mm dia black iron post in 2m c/c of 20x20x4 mm or 25x25x4 mm size iron angle frame with 10SWG G.I chain link 2"x2" size mesh and fabrication with primer paint work all complete as per instruction and approved soft drawing of engineer <b>(Fencing Work)</b>	sqm	304.628				
2.16	Supplying, Fabrication & Fixing with paint of Boundary gate of steel 16 gauge with 50x50x5 mm frame as per instruction & approved soft drawing by engineer all complete work.	sqm	7.814				
<b>2.17</b>	<b>Approach Road</b>						

2.17.1	Preparation of Sub grade for rehabilitation or other similar works (filing or cutting depth 10cm to 20cm thick) gravel & boulder mixed soil	sqm	251.163				
2.17.2	Carrying out the construction operation of granular sub- base including full compensations for complete the work to the specification and carrying out the work in part widths of roadway where directed.	cum	51.276				
	<b>SUB-TOTAL(2)</b>						
<b>3</b>	<b>SANITARY , PLUMBING</b>						
	WORKS Supply Fixing as per instruction & specification complete work						
3.1	580 mm size Porcelain clay white glazed Orissa pan with low level glazed cistern complete set	nos	1				
3.2	Porcelain clay white glaze Oval Wash basin with mixture complete set.	nos	2				
3.3	Kitchen Sink Stainless steel double Bowl 62" long 8" deep with sink cock all complete set.	nos	1				
3.4	PVC\HDPE Water Tank						
	1000 Ltr with Tank nipples etc.	nos	1				
	5000 Ltr with Tank nipples etc.	nos	1				
3.5	Electrical motor water pump 1.0 H.P. Electrical motor water pump, Monoblock type	nos	1				
3.6	Toilet Paper Holder with all required accessories	nos	1				

3.7	White Glazed Porcelain Clay Soap Dish (15x15) cm/(6"X 6") Size	nos	3				
3.8	C P towel rod 1.5x60cm (½"x 24") size	nos	2				
3.9	Looking Mirror 55x40cm (22"x 16") ( Beveled edge looking mirror)	nos	2				
3.1	Stainless Steel Shower rose with complete set.	nos	1				
3.11	Stainless Steel Wall mixture complete set.	nos	1				
3.12	Stainless Steel Sink mixture complete set with Jointing material set.	nos	1				
3.13	Stainless Steel Basin mixture complete set.	nos	2				
3.14	15mm C.P. Commode Water spray (Health faucet) with 1.2 m. long flexible pipe	nos	1				
3.15	Float Valve	nos	2				
3.16	PVC Floor Trap 11x7.5cm (4" X 2½")	nos	2				
3.17	PVC Pipe 6 kg/cm2.						
	110 mm dia with Jointing materials etc.	RM	40				
	75 mm dia with Jointing materials etc.	RM	10				
	50 mm dia with Jointing materials etc.	RM	35				
3.18	Poly Propylene Random Co-polymer						
	20mm PPR (Poly Propylene Random Co-polymer) Pipe, PN-10, Pachakanya, Nepatop or Eqv, with PPR fittings	RM	30				
	25mm PPR (Poly Propylene Random Co-polymer) Pipe, PN-10, Pachakanya, Nepatop or Eqv,with PPR fittings	RM	40				

	32mm PPR (Poly Propylene Random Co-polymer) Pipe, PN-10, Pachakanya, Nepatop or Eqv with PPR fittings	RM	50				
3.19	Euro Guard water purification set with all necessary accessories (1 litre /min) , with Jointing materials etc.	nos	1				
	<b>SUB-TOTAL(3)</b>						
<b>4</b>	<b>Electrification</b>						
	Works Supply Fixing as per instruction & specification complete work						
<b>4.A</b>	<b>LUMINAIRES ( FIXTURES)</b>						
	Accessories: screws, gripes, pvc tape, choke, starter, Tube ,bulbs ,holder, flexible wire etc all complete.						
4.A.1	Ceiling/Dome light /Pannal Light heavy carrier with CFL etc all complete.	set	9				
4.A.2	Wall lamp with CFL lamp Homedec, Decon etc all complete.	set	9				
4.A.3	1x40 Watt F.T.L Box Fitting Phillips or equivalent.	set	7				
4.A.4	Mirror light with CFL lampHomedec, Decon etc all complete.	set	1				
<b>4.B</b>	<b>FAN / EXHAUST FAN</b>						
	Accssories:as persnA+nut,bolt,hook,clamp,regulator, flexible wire etc all complete.						
4.B.1	16" wall fan almonard/Bajaj etc all complete.	set	5				

<b>4.C</b>	<b>SOCKET,SWITCH ,JUNCTION BOX (Flush type)</b>						
	Accessories: metal box, screws, gripes, flexible wire etc all complete.						
4.C.1	15 Amps Power Socket.	set	24				
4.C.2	16/6 Amps combined S/socket flush type CPL/Anchor etc all complete.	set	6				
4.C.3	1gang 1,2 way switch CPL /Anchor etc all complete.	set	3				
4.C.4	2gang 1, 2 way switch CPL/Anchor etc all complete.	set	2				
4.C.5	3 gang 1, 2 switch CPL /Anchor etc all complete.	set	2				
4.C.6	4 gang 1, 2 way switch CPL/Anchor etc all complete.	set	2				
4.C.7	6 gang 1, 2 way switch CPL /Anchor etc all complete.	set	3				
<b>4.D</b>	<b>MAINPANELBOARD,SUBPANELBOARD,MAINSWITCH, DISTRIBUTION BOARD</b>						
	Accessories;screws,gripes,nutbolt,cubusbar,earthbusbar,neutralbusbar,fuse, porcelainbase,cu.Stripforconnection,cables hoe,phasebar,pvc tape etc all complete.						
4.D.1	Distribution board 8-12 way SPN made of mildsteel sheet double cover lockable Geco, Standard flush type etc all complete.	set	1				
4.D.1. a	32 Amps DP MCB Siemens Ge,Merlin gerain for main	set	1				

4.D.1. b	6,SP MCB Siemens,Ge,Merlengerain for light,power circuit.	set	7				
4.D.1. c	16,SP MCB Siemens,Ge,Merlengerain for light,power circuit.	set	9				
<b>4.E</b>	<b>POINT WIRING / WIRES/CABLES</b>						
	Accessories:HDPE polythene pipe,screws,pvctape,grips, circular box etc al complete.						
4.E.1	2*3/20+1*1/18 pvc cu.wire for light & fan point in 1/2"HDPE polythene pipe etc all complete.	Point	28				
4.E.2	2x7/22+1*1/18 pvc cu wire for 15 amp power point in 3/4" HDPE polythene pipe etc all complete.	Rm	150				
4.E.3	2*7/18+1*3/22 pvc cu cable for panel to DB through polythene pipe etc all complete.	Rm	20				
<b>4.F</b>	<b>EARTHING</b>						
	Accessories :salt, coal, cu plate, HDPE polythene pipe., etc all complete.						
4.F.1	Earthing with cu plate size 65cmx65cmx3.15mm with 8 SWG copper wire for earth continuity from panel board to earthing site etc all complete..	set	1				
	<b>Sub Total(4)</b>						
	<b>SUB-TOTAL(1+2+3+4)</b>						
	<b>VAT 13 %</b>						
	<b>Total Amount</b>						
	<b>Total Amount in words</b>						





Part - III

**CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**

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SECTION - VII  
**General Conditions of Contract**

**Government of Nepal**  
**Ministry of Population & Environment**  
**Department of Hydrology & Meteorology**

**Contract No.: PPCR/DHM/W/NCB-12**

**Contract Name: Construction of Infra-Structure (Store, Approach Road, Water Tank etc) for  
installation of Upper Air Radiosonde**

## General Conditions of Contract

A. General	
1. Definitions	<p>1.1 Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none"> <li>(a) The <b>Accepted Contract Amount</b> means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</li> <li>(b) The <b>Activity Schedule</b> is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.</li> <li>(c) The <b>Adjudicator</b> is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder.</li> <li>(d) <b>Bill of Quantities</b> means the priced and completed Bill of Quantities forming part of the Bid.</li> <li>(e) <b>Compensation Events</b> are those defined in GCC 42 hereunder.</li> <li>(f) The <b>Completion Date</b> is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 53.1.</li> <li>(g) The <b>Contract</b> is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.</li> <li>(h) The <b>Contractor</b> is the party whose Bid to carry out the Works has been accepted by the Employer.</li> <li>(i) The <b>Contractor's Bid</b> is the completed bidding document submitted by the Contractor to the Employer.</li> <li>(j) The <b>Contract Price</b> is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.</li> <li>(k) <b>Days</b> are calendar days; months are calendar-months.</li> <li>(l) <b>Day works</b> are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</li> <li>(m) A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</li> <li>(n) The <b>Defects Liability Certificate</b> is the certificate issued by Project Manager upon correction of defects by the Contractor.</li> <li>(o) The <b>Defects Liability Period</b> is the period calculated from the Completion Date where the Contractor remains responsible</li> </ul>

	<p>for remedying defects.</p> <p>(p) <b>Drawings</b> include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>(q) The <b>Employer</b> is the party who employs the Contractor to carry out the Works, as specified in the SCC.</p> <p>(r) <b>Equipment</b> is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(s) <b>Force Majeure</b> means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.</p> <p>(t) The <b>Initial Contract Price</b> is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The <b>Intended Completion Date</b> is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(v) <b>Letter of Acceptance</b> means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p> <p>(w) <b>Materials</b> are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) <b>Party</b> means the Employer or the Contractor, as the context requires.</p> <p>(y) <b>SCC</b> means Special Conditions of Contract</p> <p>(z) <b>Plant</b> is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(aa) The <b>Project Manager</b> is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(bb) <b>Retention Money</b> means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.</p> <p>(cc) The <b>Site</b> is the area defined as such in the SCC.</p> <p>(dd) <b>Site Investigation Reports</b> are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the</p>
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	<p>Site.</p> <p>(ee) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>(ff) The <b>Start Date</b> is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(gg) A <b>Subcontractor</b> is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(hh) <b>Temporary Works</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(ii) A <b>Variation</b> is an instruction given by the Project Manager which varies the Works.</p> <p>(jj) The <b>Works</b> are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
<p><b>2. Interpretation</b></p>	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Contract Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Contractor's Bid,</li> <li>(d) Special Conditions of Contract,</li> <li>(e) General Conditions of Contract,</li> <li>(f) Specifications,</li> <li>(g) Drawings,</li> <li>(h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and</li> <li>(i) Any other document listed in the SCC as forming part of</li> </ul>



	the Contract.
<b>3. Language and Law</b>	3.1 The language of the Contract and the law governing the Contract are stated in the SCC.
<b>1. Project Manager's Decisions</b>	4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
<b>2. Delegation</b>	5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
<b>3. Communications</b>	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
<b>4. Subcontracting</b>	7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
<b>5. Other Contractors</b>	8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
<b>6. Personnel and Equipment</b>	<p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
<b>7. Employer's and Contractor's Risk</b>	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
<b>11. Employer's Risks</b>	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and</p>

	<p>Equipment), which are due to</p> <ul style="list-style-type: none"> <li>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</li> <li>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</li> </ul> <p>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> <li>(a) a Defect which existed on the Completion Date,</li> <li>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</li> <li>(c) the activities of the Contractor on the Site after the Completion Date.</li> </ul>
<b>12. Contractor's Risks</b>	<p>12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>
<b>13. Insurance</b>	<p>13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> <li>(a) loss of or damage to the Works, Plant, and Materials;</li> <li>(b) loss of or damage to Equipment;</li> <li>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</li> <li>(d) Personal injury or death.</li> </ul>
	<p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify the loss or damage incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance</p>

	<p>which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Investigation Reports</b>	14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.
<b>15. Contractor to Construct the Works</b>	15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
<b>16. The Works to Be Completed within intended Completion Date</b>	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them within the intended Completion Date.
<b>17. Design by contractor and Approval by the Project Manager</b>	<p>17.1 The contractor shall be responsible for the design of permanent works as specified in SCC.</p> <p>17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before their use.</p> <p>17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of temporary works.</p>
<b>18. Safety, Security and Protection of the Environment</b>	<p>18.1 The Contractor shall, throughout the execution, and completion of the works and remedying of any defects therein:</p> <ul style="list-style-type: none"> <li>a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.</li> <li>b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others.</li> <li>c. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his</li> </ul>

	<p>methods of operation.</p> <p>d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion.</p> <p>e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Project Manager.</p> <p>f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works.</p> <p>g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Project Manager consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.</p> <p>h. Provide on the Site such life saving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.</p>
<b>19. Discoveries</b>	<p>19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>
<b>20. Possession of the Site</b>	<p>20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p>
<b>21. Access to the Site</b>	<p>21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
<b>22. Instructions, Inspections and Audits</b>	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit the GoN/DP and/or persons appointed by the GoN/DP to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoN/DP if required by the GoN/DP. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under this Sub-Clause constitute a</p>

	obstructive practice subject to contract termination.
<b>23. Dispute Settlement</b>	<p>23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator or Dispute Resolution Committee (DRC) by either Party as specified in the SCC within 15 days after the expiration of amicable settlement period.</p>
<b>24. Appointment of the Adjudicator/ DRC Members</b>	<p>24.1 The adjudicator shall be as specified in SCC if identified and agreed by the Employer and the Contractor during the contract agreement. If not identified in the SCC, the adjudicator shall have to be agreed and appointed whenever the dispute arises; by the consensus of the Employer and the Contractor. If the parties cannot reach an agreement on the appointment of the Adjudicator, either party may request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.</p> <p>24.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request.</p> <p>24.3 The DRC shall comprise of three members. Each Party shall appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties. If either party fails to nominate a member of DRC within 30 days, then the appointing authority designated in the SCC shall upon the request of either or both of the parties and after due consultation with both parties appoints this members of the DRC.</p> <p>24.4 If a DRC member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced member was required to have been appointed.</p>
<b>25 Procedures for Disputes</b>	<p>25.1 If a dispute is referred to the Adjudicator or the DRC then the adjudicator or the DRC shall give a decision in writing within 30 days of receipt of a reference of the dispute.</p> <p>25.2 Either party may refer a decision of the Adjudicator or DRC to</p>

	<p>an Arbitrator within 30 days of the Adjudicator's or DRC's written decision. If either party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRC's decision shall be final and binding.</p> <p>25.3 The Adjudicator or the DRC Members shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator or DRC.</p> <p>25.4 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC.</p>
<b>B. Time Control</b>	
<b>26. Program</b>	<p>26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Project Manager.</p> <p>26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at anytime. A revised Program shall show the effect of Variations and Compensation Events.</p>
<b>27. Extension of the Intended Completion Date</b>	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work,</p>

	<p>which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>
<b>28. Acceleration</b>	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
<b>29. Delays Ordered by the Project Manager</b>	<p>29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
<b>30. Management Meetings</b>	<p>30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
<b>31. Early Warning</b>	<p>31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out</p>

	any resulting instruction of the Project Manager.
<b>C. Quality Control</b>	
<b>32. Identifying Defects</b>	32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
<b>33. Tests</b>	33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
<b>34. Correction of Defects</b>	<p>34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p>
<b>35. Uncorrected Defects</b>	35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
<b>D. Cost Control</b>	
<b>36. Contract Price</b>	<p>36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p> <p>36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.</p>
<b>37. Changes in the Contract Price</b>	<p>37.1 In the case of an Unit Rate contract:</p> <p>(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds</p>



	<p>2percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer.</p> <p>(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p> <p>37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p>
<b>38. Variations</b>	<p>38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.</p>
	<p>38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the</p>

	Contractor shall be in the form of new rates for the relevant items of work.
<b>39. Cash Flow Forecasts</b>	39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
<b>40. Payment Certificates</b>	<p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise:</p> <ul style="list-style-type: none"> <li>(a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or</li> <li>(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.</li> </ul> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
<b>41. Payments</b>	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made.</p> <p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and</p>

	shall be deemed covered by other rates and prices in the Contract.
<b>42. Compensation Events</b>	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</li> <li>(e) The Project Manager unreasonably does not approve a subcontract to be let.</li> <li>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</li> <li>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</li> <li>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</li> <li>(i) The advance payment is delayed.</li> <li>(j) The effects on the Contractor of any of the Employer's Risks.</li> <li>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</li> <li>(l) Force majeure events as determined by the Project Manager.</li> </ul> <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p>

	<p>42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.</p> <p>42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>
<b>43. Tax</b>	<p>43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.</p>
<b>44. Currency</b>	<p>44.1 The currency of Contracts shall be Nepalese Rupees.</p>
<b>45. Price Adjustment</b>	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.</p> <p>45.2 <b>Adjustment Formulate<sup>1</sup>:</b> "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ <p>Where:</p> <p><b>pn</b> is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41;</p>

<sup>1</sup> For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

	<p><b>A</b> is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments;<sup>2</sup></p> <p><b>b, c, d, etc.</b>, coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC;</p> <p><b>Ln, Mn, En, etc.</b>, are the current cost indices or reference prices of the cost elements for month “n,” determined pursuant to Sub-Clause 45.4, applicable to each cost element; and</p> <p><b>Lo, Mo, Eo, etc.</b>, are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4</p>
	<p><b>45.3 Sources of Indices and Weightings:</b> The sources of indices shall be those listed in the Bidding Forms-Table of Price Adjustment data, as approved by the Project Manager and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Project Manager.</p> <p><b>45.4 Base, Current and Provisional Indices:</b> The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Project Manager will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p><b>45.5 Weightings:</b> The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Project Manager, they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason.</p> <p><b>45.6 Subsequent Legislation:</b> If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced</p>

<sup>2</sup> Insert a figure for factor A only where there is a part of the Contractors' expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. A should normally be 0.15. The sum of A, b, c, d, etc., should be one.

	<p>cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Manager and shall be added to or deducted from the Contract Price and the Project Manager shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2</p>
	<p>45.7 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:</p> <p>For unexpected increase in price</p> $P = [R_1 - (R_0 \times 1.10)] \times Q$ <p>For unexpected decrease in price P</p> $= [R_1 - (R_0 \times 0.90)] \times Q$ <p>Where:</p> <p>“P” is price adjustment amount</p> <p>“R<sub>1</sub>” is the present price of the construction material (Source of indices shall be those listed in the Bidding forms)</p> <p>“R<sub>0</sub>” is the base price of the construction material</p> <p>“Q” is quantity of the construction material consumed in construction during the period of price adjustment consideration</p> <p>If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Project manager and shall be as stated in SCC..</p> <p>45.8 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC.</p> <p>45.10 The Price Adjustment provision shall not be applicable</p>

	for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.
<b>46. Retention</b>	<p>46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Defects Liability Certificate by the Project Manager, in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an “on demand” bank guarantee.</p>
<b>47. Liquidated Damages</b>	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41</p>
<b>48. Bonus</b>	<p>48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>
<b>49. Advance Payment</b>	<p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment.</p>

	<p>The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>
	<p>49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>49.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<b>50. Securities</b>	<p>50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>50.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class commercial Bank in Nepal.</p>
<b>51. Day works</b>	<p>51.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.</p>
<b>52. Cost of Repairs</b>	<p>52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p>



<b>E. Finishing the Contract</b>	
<b>53. Completion</b>	53.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
<b>54. Taking Over</b>	54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
<b>55. Final Account</b>	55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
<b>56. Operating and Maintenance Manuals</b>	<p>56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates <b>stated in the SCC</b> pursuant to GCC 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount <b>stated in the SCC</b> from payments due to the Contractor.</p>
<b>57. Termination</b>	<p>57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ul style="list-style-type: none"> <li>(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> <li>(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;</li> <li>(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</li> <li>(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate;</li> </ul>

	<p>(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(f) the Contractor does not maintain a Security, which is required; and</p> <p>(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</p> <p>(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1.</p> <p>57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
<p><b>58. Fraud and Corruption</b></p>	<p>58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.</p> <p>For the purposes of this Sub-Clause;</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.</p> <p>(ii) "fraudulent practice"<sup>5</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "collusive practice"<sup>6</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "coercive practice"<sup>7</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence</p>

	<p>improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the GON’s/DP’s inspection and audit rights provided for under Sub-Clause 22.2.</p>
<b>59. Black Listing</b>	<p>59.1 Without prejudice to any other rights of the Employer under this Contract, GoN, Public Procurement Monitoring Office (PPMO), on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder.</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p>
<b>60. Payment upon Termination</b>	<p>60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>60.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for</p>

5 a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

6 “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

7 a “party” refers to a participant in the procurement process or contract execution.

	the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
<b>61. Property</b>	61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
<b>62. Release from Performance</b>	62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
<b>63. Suspension of DP Loan/Credit/Grant</b>	63.1 In the event that the Donor Agency suspends the loan/credit/grant to the Employer from which part of the payments to the Contractor are being made: <ul style="list-style-type: none"> <li>a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Donor Agency's suspension notice; and</li> <li>b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.</li> </ul>
<b>64. Project Manager's Duties and Authorities</b>	64.1 The Project Manager's duties and authorities are restricted to the extent as stated in the SCC.
<b>65. Quarries and Spoil Dumps</b>	65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or underminethe river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Project Manager in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.
<b>66. Local Taxation</b>	66.1 The prices tendered by the Contractor shall include all taxes

	that may be levied in accordance to the laws and regulations in being in Nepal on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Nepal on profits made by him in respect of the Contract.
<b>67. Value Added Tax</b>	67.1 The Contract is not exempted from value added tax. An amount specified in the schedule of taxes shall be paid by the Contractor in the concerned VAT office within time frame specified in VAT regulation.
<b>68. Income Taxes on Staff</b>	<p>68.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in Nepal in respect of their salaries and wages, as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations.</p> <p>68.2 The issue of the Final Account Certificate pursuant to clause 55 shall be made only upon submittal by the Contractor of a certificate of income tax clearance from the Government of Nepal.</p>
<b>69. Duties, Taxes and Royalties</b>	<p>69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor.</p> <p>69.2 The Contractor shall familiarize himself with GON the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible.</p> <p>69.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local District Development Committee (DDC) as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the DDC.</p>
<b>70. Member of Government, etc, not Personally Liable</b>	70.1 No member or officer of GoN or the Employer or the Project Manager or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or

	performance of any of act, matter or thing which are herein contained.
<b>71. Approval of Use of Explosives</b>	71.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.
<b>72. Compliance with Regulations for Explosives</b>	72.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
<b>73. Permission for Blasting</b>	73.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.
<b>74. Records of Explosives</b>	74.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Project Manager.
<b>75. Traffic Diversion</b>	75.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Project Manager. All traffic devices used shall be designed in accordance with the instruction of Project Manager.

## SECTION - VIII

# **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

## Special Conditions of Contract

A. General	
<b>GCC 1.1 (q)</b>	The Employer is Ministry of Population and Environment, Department of Hydrology and Meteorology Nagpokhari, Naxal Kathmandu ,Nepal
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be 17/08/2018
<b>GCCs 1.1 (aa) &amp; 4.1</b>	The Project Manager is ... The Project Manager and Engineer are synonyms.
<b>GCC 1.1 (cc)</b>	The Site is located at Kirtipur, Kathmandu and is defined in drawings .
<b>GCC 1.1 (ff)</b>	The Start Date shall be :- 17/02/2018
<b>GCC 1.1 (jj)</b>	The Works consist of construction of building of Upper air radiosonde kirtipur fencing work approach road etc at Kirtipur ,Kathmandu
<b>GCC 2.2</b>	Sectional Completions are: Not applicable.
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: Environment and Social Management Plan (ESMP) for Upper Air Radio-Sonde
<b>GCC 3.1</b>	The language of the contract is ENGLISH The law that applies to the Contract is the law of NEPAL
<b>GCC 8.1</b>	Schedule of other contractors: Radio-Sonde Installation Contractor
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <ol style="list-style-type: none"> <li>1. The minimum cover for loss of or damage to the Works, Plant and Materials is: 110% of the Contract Amount.</li> <li>2. The maximum deductible for insurance of the Works and of Plant and Materials is: <b>NRs 50000</b></li> <li>3. The minimum cover for loss or damage to Equipment is : NA</li> <li>4. The maximum deductible for insurance of Equipment is: NA</li> <li>5. The minimum for insurance of other property is: NRs 500,000 with unlimited number of occurrences</li> <li>6. The maximum deductible for insurance of other property is: <b>None</b></li> <li>7. The minimum cover for personal injury or death insurance <ol style="list-style-type: none"> <li>i. for the Contractor's employees is that specified in the Labor act of Nepal and</li> <li>ii. for other people is : <b>NRs 5,00,000.00 per persons for 10 persons</b> with an unlimited number of occurrences</li> </ol> </li> </ol>



<b>GCC 14.1</b>	Site Investigation Reports are: None
<b>GCC 17.1</b>	The following shall be designed by the Contractor: None
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: (Full site within <b>seven days</b> after contract signing)
<b>GCC 23.2</b>	Adjudicator
<b>GCC 24.1</b>	The adjudicator shall be: <b>None</b> Appointing Authority for the Adjudicator: <b>NEPCA</b> .
<b>GCC 24.3</b>	Appointing Authority for the DRC members: Not applicable
<b>GCC 25.3</b>	The Adjudicator/DRC Member shall be paid by the hour at the rate of: <b>????[list details]</b> . Fees and types of reimbursable expenses to be paid to the Adjudicator or the DRC members : <b>?????[list details]</b>
<b>GCC 25.4</b>	The place of arbitration shall be: Kathmandu, Nepal
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within Seven (7)days from the date of the Letter of Acceptance.
<b>GCC 26.3</b>	The period between Program updates is every month or 30 days. The amount to be withheld for late submission of an updated Program is NPR 50,000
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: 365 days
<b>D. Cost Control</b>	
<b>GCC 41.1</b>	5 percent per annum
<b>GCC 45.1</b>	The Contract is not subject to price adjustment, and the following information regarding coefficients does not apply.
<b>GCC 45.7</b>	Not Applicable
<b>GCC 45.8</b>	Not Applicable
<b>GCC 46.1</b>	The proportion of payments retained is: 5 (Five) Percent

<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are 0.05PERCENT of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 PERCENT of the final Contract Price.
<b>GCC 48.1</b>	Not Applicable.
<b>GCC 49.1</b>	The Advance Payments shall be: 15% (Fifteen) and shall be paid to the Contractor against the Bank guarantee acceptable to DHM after signing of contract.
<b>GCC 49.3</b>	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 30% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.
<b>GCC 50.1</b>	The Performance Security amount is 5(Five) % <b>Where applicable, “To include an additional amount of maximum 8% (or figure decided ) of the Contract price, if the Employer decides to increase the Performance Security amount”}</b>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is 15 days after completion of works.
	The date by which “as built” drawings are required is 15 days after completion of works
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is NPR 200,000.00(Two Hundred Thousands only)
<b>GCC 57.2 (g)</b>	The maximum number of days is: 200
<b>GCC 61.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>35 %</b>
<b>GCC 64</b>	The Project Manager has to obtain the specific approval of the Employer for taking any of the following actions : <ul style="list-style-type: none"> <li>a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7;</li> <li>b. Certifying additional costs determined under General Conditions of Contract Clause 42;</li> <li>c. Determining start date under General Conditions of Contract Clause 1;</li> <li>d. Determining the extension of the intended Completion Date under General</li> </ul>

	<p>Conditions of Contract Clause 27;</p> <p>e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Project Manager; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property.</p> <p>f. Adjustment of rates under General Conditions of Contract Clause 37;</p>
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## Annex-1

**Table of Price Adjustment Data (Not Applicable)**  
[SCC 45.1]

Code	Index Description	Source of Index*	Base Value and Date	Employer's Proposed Weighting Range (coefficient)	Bidder's Proposed Weighting (coefficient)**
1	2	3	4	5	6
	Non - adjustable (A)			0.15	0.15
	Labor (b)				
	Materials (c)				
	Equipment usage (d)				
		<b>Total</b>			<b>1.00</b>

**Note:** Base value and Bidder's proposed weighting coefficient to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed value and weighting coefficient.

**Table of Price Adjustment Data(Not Applicable)**  
[SCC 45.7]

Code	Construction Material*	Unit	Base Price (NRs/Unit) ** (Ex-factory)	Source (Factory)**
1	2	3	4	5

\*\* For the purpose of calculation of price adjustment, the Ex-factory price of the same source mentioned in the table shall be taken into consideration.

**Note:** Base Price and source to be filled as per "Bid Form of Table of Price Adjustment Data" in Bidding Forms (Section-IV) after verification by the Employer in case of the alternative provision of Bidder proposed source and base price.

## SECTION - IX

# **Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# Letter of Intent

[on letterhead paper of the Employer]

Date: .....

To: ..... *name and address of the Contractor* .....

Subject: ..... *Issuance of letter of intent to award the contract* .....

This is to notify you that, it is our intention to award the contract ..... *[insert date]* ..... for execution of the ..... *[insert name of the contract and identification number, as given in the Contract Data/SCC]* to you as your bid price ..... *[insert amount in figures and words in Nepalese Rupees]* as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

CC:

[Insert name and address of all other Bidders, who submitted the bid]

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## [Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.]

## Letter of Acceptance

**[on letterhead paper of the Employer]**

Date: .....

To:.....*name and address of the Contractor* .....

Subject: .....*Notification of Award*

This is to notify that your Bid dated .....*date* .....for execution of the.....*name of the contract and identification number, as given in the Contract Data/SCC* ..... for the Contract price of Nepalese Rupees *[insert amount in figures and words in Nepalese Rupees]*, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security as specified in the SCC consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

Name and Title of Signatory: .....

## Contract Agreement

***THIS AGREEMENT made the .....day of ..... between..... name of the Employer ..... (hereinafter “the Employer”), of the one part, and .....name of the Contractor .....(hereinafter “the Contractor”), of the other part:***

WHEREAS the Employer desires that the Works known as ..... ***name of the Contract*** .....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs .....***[insert amount of contract price in words and figures including taxes]*** (hereinafter “the Contract Price”).

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the Addenda Nos ..... ***insert addenda numbers if any*** .....
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) Bills of Quantities (BOQ);
  - (g) the Specification;
  - (h) the Drawings;
  - (i) the Activity Schedules; and
  - (j) Table of Price Adjustment Data
  - (k) .....***[Specify if there are any other document ]***
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.



Signed by .....  
for and on behalf the Contractor in the presence  
of

Witness, Name Signature, Address, Date

Signed by.....  
for and on behalf of the Employer in the  
presence of

Witness, Name, Signature, Address, Date

## Performance Security

( On letterhead paper of the 'A' class commercial Bank)

..... ***Bank's Name, and Address of Issuing Branch or Office*** .....

Beneficiary: ..... Name and Address of Employer .....

Date: .....

Performance Guarantee No.: .....

We have been informed that ... .. ***[insert name of the Contractor]*** (hereinafter called "the Contractor") has been notified by you to sign the Contract No. ... .. ***[insert reference number of the Contract]*** for the execution of ... .. ***[insert name of contract and brief description of Works]*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ..... ***[insert name of the Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... ***[insert name of the currency and amount in figures\*]*** (..... insert amount in words) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....  
***Seal of Bank and Signature(s)***

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**Note:**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.

\*\* Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

## Advance Payment Security

### (On letterhead paper of the 'A' class commercial Bank)

... *Bank's Name, and Address of Issuing Branch or Office* ...

Beneficiary: ... *... Name and Address of Employer* ...

Date:

Advance Payment Guarantee No.: ...

We have been informed that ... name of the Contractor ..... (hereinafter called "the Contractor") has entered into Contract No. .. .. reference number of the Contract ... dated ..... with you, for the execution of ..... name of contract and brief description of Works ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... name of the currency and amount in figures\*..... (..... amount in words ..... ) is to be made against an advance payment guarantee.

At the request of the Contractor, we ..... name of the Bank ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... name of the currency and amount in figures\*... (..... amount in words ... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....\*\*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Seal of Bank and Signature(s)

#### Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\* The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.

\*\* Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".



Government of Nepal

Office of the Prime Minister and Council of Ministers

**PUBLIC PROCUREMENT MONITORING OFFICE**

Tahachal, Kathmandu

Tel: +977-1- 4285442,

Fax: +977-1- 4030642

Website: [www.ppmo.gov.np](http://www.ppmo.gov.np)